PHILIP R. COSGROVE, Bar No. 92564
pcosgrove@gcslaw.net
LISA KRALIK HANSEN, Bar No. 149455
lhansen@gcslaw.net
GRACE, COSGROVE & SCHIRM
A Professional Corporation
444 South Flower Street, Suite 1100
Los Angeles, California 90071
Telephone: (213) 533-5400
Facsimile: (213) 533-5444

Attorneys for Defendant
DETROIT DIESEL CORPORATION

GRACE, COSGROVE & SCHIRM
A PROFESSIONAL CORPORATION
444 S. FLOWER STREET, SUITE 1100
LOS ANGELES, CALIFORNIA 90071
(213) 533-5400

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

EUGENE GENCHEV, Plaintiff, vs. DETROIT DIESEL CORPORATION; and Does 10, inclusive, Defendant.	Case No. 08-CV-1021 W (NLS) **NOTICE OF MOTION TO DISMISS PLAINTIFFS COMPLAINT FOR FAILURE TO STATE A CLAIM FOR RELIEF AND, IN THE ALTERNATIVE, MOTION FOR SUMMARY JUDGMENT** **[FILED CONCURRENTLY WITH MEMORANDUM OF POINTS AND AUTHORITIES AND REQUEST FOR JUDICIAL NOTICE]** Date: July 21, 2008 **[NO ORAL ARGUMENT PURSUANT TO LOCAL RULE 7.1(d)(1)]** (Complaint filed: 4/18/08)

TO PLAINTIFF AND HIS ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on July 21, 2008, defendant Detroit Diesel Corporation ("Detroit Diesel") will move the court, pursuant to Fed.R.Civ.P. 12(b)(6), for a dismissal of the complaint for failure to state a claim upon which relief can be granted.

Pursuant to Local Rule 7.1(d)(1) and the Court's chambers rules, no oral argument is set to be held on this motion.

The motion to dismiss is based upon the following grounds:

1. This is the second lawsuit filed over damages to the two Freightliner tractors at issue and this lawsuit is barred by principles of res judicata (or claim preclusion).

2. This is the second lawsuit filed over damages to the two Freightliner tractors at issue and is barred by principles of collateral estoppel (or issue preclusion).

3. No negligence claim exists for purely economic loss.

4. No breach of contract claim can be stated against Detroit Diesel because plaintiff has no contract with Detroit Diesel.

5. No cause of action for violations of the California Commercial Code can be stated against Detroit Diesel, and no such cause of action exists.

6. No claim of breach for either express warranty or implied warranty can be stated against Detroit Diesel. Plaintiff lacks privity in order to sue Detroit Diesel for breach of warranty and the claims are time barred. Plaintiff also cannot establish the elements of these causes of action.

Alternatively, Detroit Diesel will seek summary judgment pursuant to Fed.R.Civ.P. 56 on the grounds that this action is barred under principles of res judicata, collateral

GRACE, COSGROVE & SCHIRM
A PROFESSIONAL CORPORATION
444 S. FLOWER STREET, SUITE 1100
LOS ANGELES, CALIFORNIA 90071
(213) 533-5400

estoppel and claim splitting in light of the prior action, Genchev v. Freightliner, USDC-Southern Case No. 05-CV-2071.

This motion is based upon this notice, the memorandum of points and authorities, the request for judicial notice and attached exhibits, the declaration of Lisa Kralik Hansen and attached exhibits, all pleadings and records on file with the court, and any further evidence as may be presented at the hearing of these motions.

Dated: June 13, 2008

GRACE, COSGROVE & SCHIRM
A Professional Corporation

By: /s/ Lisa Kralik Hansen
Philip R. Cosgrove
Lisa Kralik Hansen

Attorneys for Defendant
DETROIT DIESEL CORPORATION

GRACE, COSGROVE & SCHIRM
A PROFESSIONAL CORPORATION
444 S. FLOWER STREET, SUITE 1100
LOS ANGELES, CALIFORNIA 90071
(213) 533-5400

GRACE, COSGROVE & SCHIRM
A PROFESSIONAL CORPORATION
444 S. FLOWER STREET, SUITE 1100
LOS ANGELES, CALIFORNIA 90071
(213) 533-5400

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 444 South Flower Street, Suite 1100, Los Angeles, California 90071.

On June 13, 2008, I served the within document(s) described as:

NOTICE OF MOTION TO DISMISS PLAINTIFFS COMPLAINT FOR FAILURE TO STATE A CLAIM FOR RELIEF AND, IN THE ALTERNATIVE, MOTION FOR SUMMARY JUDGMENT

on the interested parties in this action as stated on the attached mailing list.

[X] (BY MAIL) By placing a true copy of the foregoing document(s) in a sealed envelope addressed as set forth on the attached mailing list. I placed each such envelope for collection and mailing following ordinary business practices. I am readily familiar with this Firm's practice for collection and processing of correspondence for mailing. Under that practice, the correspondence would be deposited with the United States Postal Service on that same day, with postage thereon fully prepaid at Los Angeles, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

[ ] (BY FAX) By transmitting a true copy of the foregoing document(s) via facsimile transmission from this Firm's sending facsimile machine, whose telephone number is (213) 533-5444, to each interested party at the facsimile machine telephone number(s) set forth on the attached mailing list. Said transmission(s) were completed on the aforesaid date at the time stated on the transmission record issued by this Firm's sending facsimile machine. Each such transmission was reported as complete and without error and a transmission report was properly issued by this Firm's sending facsimile machine for each interested party served. A true copy of each transmission report is attached to the office copy of this proof of service and will be provided upon request.

I certify that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on June 13, 2008, at Los Angeles, California.

I declare under penalty of perjury that the foregoing is true and correct.

Liv Kirchoff	/s/ Liv Kirchoff
(Type or print name)	(Signature)

SERVICE LIST

Douglas Jaffe, Esq. Law Offices of Douglas Jaffe 402 West Broadway Fourth Floor San Diego, CA 92101	Attorneys for Plaintiff (619) 595-4861 Fax (619) 595-4862

GRACE, COSGROVE & SCHIRM
A PROFESSIONAL CORPORATION
444 S. FLOWER STREET, SUITE 1100
LOS ANGELES, CALIFORNIA 90071
(213) 533-5400

PHILIP R. COSGROVE, Bar No. 92564
pcosgrove@gcslaw.net
LISA KRALIK HANSEN, Bar No. 149455
lhansen@gcslaw.net
GRACE, COSGROVE & SCHIRM
A Professional Corporation
444 South Flower Street, Suite 1100
Los Angeles, California 90071
Telephone: (213) 533-5400
Facsimile: (213) 533-5444

Attorneys for Defendant
DETROIT DIESEL CORPORATION

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

EUGENE GENCHEV, Plaintiff, vs. DETROIT DIESEL CORPORATION; and Does 10, inclusive, Defendant.	Case No. 08-CV-1021 W (NLS) **MEMORANDUM OF POINTS AND AUTHORITIES SUPPORTING MOTION TO DISMISS AND, IN THE ALTERNATIVE, MOTION FOR SUMMARY JUDGMENT** **[FILED CONCURRENTLY WITH NOTICE OF MOTION TO DISMISS, REQUEST FOR JUDICIAL NOTICE AND DECLARATION OF LISA KRALIK HANSEN AND ATTACHED EXHIBITS]** Hearing Date: July 21, 2008 **[NO ORAL ARGUMENT PURSUANT TO LOCAL RULE 7.1(d)(1)]** (Complaint filed: 4/18/08)

GRACE, COSGROVE & SCHIRM
A PROFESSIONAL CORPORATION
444 S. FLOWER STREET, SUITE 1100
LOS ANGELES, CALIFORNIA 90071
(213) 533-5400

TABLE OF CONTENTS

Page

INTRODUCTION AND STATEMENT OF FACTS 1

I. PLAINTIFF'S ACTION AGAINST DETROIT DIESEL IS BARRED BY THE DOCTRINE OF RES JUDICATA 2

A. Opportunity To Litigate Claims 3

B. Both Lawsuits Involve The Same Primary Right. 4

C. Detroit Diesel Need Not Have Been A Party To The Prior Lawsuit. 7

II. PLAINTIFF'S CLAIMS AGAINST DETROIT DIESEL ARE BARRED BY THE DOCTRINE OF COLLATERAL ESTOPPEL 8

III. THE ECONOMIC LOSS RULE BARS THE NEGLIGENCE CAUSE OF ACTION 10

IV. NO BREACH OF CONTRACT CLAIM EXISTS 11

V. NO CLAIM FOR COMMERCIAL CODE VIOLATIONS EXISTS 12

VI. NO BREACH OF EXPRESS WARRANTY CLAIM EXISTS 12

VII. NO BREACH OF IMPLIED WARRANTY CAUSE OF ACTION CAN BE STATED 14

A. Implied Warranty of Merchantability 15

B. Implied Warranty of Fitness For A Particular Purpose. 16

CONCLUSION 17

TABLE OF AUTHORITIES

Page(s)

Cases

Aas v. Superior Ct.,
24 Cal.4th 627 (2000) 10

All West Electronics v. M-B-W,
64 Cal.App.4th 717 (1998) 14

Auto Owners Ins. Co. v. Chrysler Corp.,
129 Mich. App. 38, 341 N.W. 2d 223 (1983) 15

Avery v. Mapco Gas Products, Inc.,
848 F.Supp.1388 (N.D. Ind. 1991) 12, 13

Bay Cities Paving & Grading, Inc. v. Lawyers' Mut. Ins. Co.,
5 Cal.4th 854 (1993) 4

Bernhard v. Bank of America Nat'l Trust & Savings Ass'n,
19 Cal.2d 807 (1942) 7, 8

Burr v. Sherwin Willliams Co.,
42 Cal.2d 682 (1954) 12

Campbell v. Scripps Bank,
78 Cal.App.4th 1328 (2000) 8, 9

City of Simi Valley v. Superior Ct,
111 Cal.App.4th 1077 (2003) 5

Crowley v. Katleman,
8 Cal.4th 666 (1994) 6

Dillard v. McKnight,
34 Cal.2d 209 (1949) 10

East River S.S. Corp. v. Transamerica Delaval,
476 U.S. 858 (1986) 11

Eichman v. Fotomat Corp.,
147 Cal.App.3d 1170 (1983) 6

Erlich v. Menezes,
21 Cal.4th 543 (1999) 10

Federation of Hillside & Canyon Associations v. City of Los Angeles, 126
Cal.App.4th 1180 (2004) 6

Fieldstone Co. v. Briggs Plumbing Products, Inc.,
54 Cal.App.4th 357 (1997) 11, 12, 15

TABLE OF AUTHORITIES (cont.)

Page(s)

Hauter v. Zogarts, 14 Cal.3d 104 (1975) 15

Jimenez v. Superior Ct., 29 Cal.4th 473 (2002) 10

Keith v. Buchanon, 173 Cal.App.3d 13 (1985) 12, 13, 16

La Prade v. Department of Water & Power, 27 Cal.2d 47 (1945) 9

Lucido v. Superior Court, 51 Cal.3d 335 (2000) 8

Mt. Holly Ski Area v. U.S. Elec. Motors, 666 F. Supp. 115 (E.D. Mich. 1987) 15

Mycogen Corp. v. Monsanto Co., 28 Cal. 4th 888 (2002) 2, 5, 8

Panos v. Great Western Packing Co., 21 Cal.2d 636 (1943) 3, 4

Parsley v. Monaco Coach Corp., 327 F.Supp.2d 797 (W.D. Mich. 2004) 15

People v. Sims, 32 Cal.3d 468 (1982) 8

Reichert v. General Ins. Co., 68 Cal.2d 822 (1968) 11

Robinson Helicopter Co. v. Dana Corp., 34 Cal.4th 979 (2004) 10

Seely v. White Motor Co., 63 Cal.2d 9 (1965) 10, 11

Simon Hardware Co. v. Pacific Tire & Rubber Co., 199 Cal.App.2d 616 (1962) 14

Slater v. Blackwood, 15 Cal.3d 791 (1975) 5

Sutphin v. Speik, 15 Cal.2d 195 (1940) 5

U.S. Roofing, Inc. v. Credit Alliance Corp., 228 Cal.App.3d 1431 (1991) 15

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A PROFESSIONAL CORPORATION
444 S. FLOWER STREET, SUITE 1100
LOS ANGELES, CALIFORNIA 90071
(213) 533-5400

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A PROFESSIONAL CORPORATION
444 S. FLOWER STREET, SUITE 1100
LOS ANGELES, CALIFORNIA 90071
(213) 533-5400

TABLE OF AUTHORITIES (cont.)

Page(s)

Vandenberg v. Superior Court,
21 Cal.4th 815 (1999) 8

Williams v. Beechnut Nutrition Corp.,
185 Cal.App.3d 135 (1986) 12

Wulfjen v. Dolton,
24 Cal.2d 891 (1944) 5

Wyatt v. Cadillac Motor Car Division,
145 Cal.App.2d 423 (1956) 14

Zaragosa v. Craven,
33 Cal.2d 315 (1949) 3

Zepik v. Ceeco Pool & Supply, Inc.,
637 F.Supp. 444 (N.D. Ind. 1986) 12, 13

Statutes

Commercial Code §2103(d). 12

Commercial Code §2313(2) 12

Commercial Code §2725 13

Other Authorities

2 Freeman On Judgments §676 4

INTRODUCTION AND STATEMENT OF FACTS

On January 27, 2004, plaintiff Eugene Genchev purchased a 2004 Freightliner CL 120 tractor from Albuquerque Freightliner in New Mexico. (Ex. 1 to Hansen declaration) On March 2, 2005, Genchev purchased a 2005 Freightliner FLD tractor from Murrays Freightliner in Pennsylvania. (Ex. 2 to Hansen declaration) Both tractors allegedly contained engines which were manufactured by Detroit Diesel Corporation.

The complaint in this lawsuit alleges Detroit Diesel "warranted the engines of the vehicles," but "failed and refused to conform the vehicles to their warranties." (Complaint, para. 10, 12) No terms of the warranty are alleged. No copy of the warranty is attached to the complaint.

On October 11, 2005, Genchev filed a complaint against Freightliner asserting causes of action for breach of contract, violations of California Commercial Code, breach of warranties, fraud, negligent misrepresentation, negligence and unjust enrichment relating to the 2004 Freightliner CL120, entitled Eugene Genchev v. Freightliner LLC, USDC-Southern Case No. 05-CV-2071. After the case was removed to federal court, Genchev was later given leave to amend the complaint to add such claims relating to the 2005 Freightliner FLD. (Genchev v. Freightliner complaints, Ex. 1 and 2 to Request for Judicial Notice) Genchev v. Freightliner went to trial in March 2008, resulting in a verdict in favor of Genchev and against Freightliner. His claims of express warranty, implied warranty, fraud and negligent misrepresentation went to the jury. Genchev prevailed on each of these causes of action and was awarded $38,908.62 in damages. (Verdict, Ex. 3 to Request for Judicial Notice) As the case was to then to proceed to the punitive damages phase, a settlement was reached between Genchev and Freightliner for $60,000 and the Genchev v. Freightliner lawsuit was dismissed. (Minute Order, dated 3/24/08; Dismissal, Ex. 4 to Request for Judicial Notice)

Now, Genchev sues Detroit Diesel Corporation, the manufacturer of the diesel engines in his Freightliner tractors, alleging the same causes of action for breach of

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A PROFESSIONAL CORPORATION
444 S. FLOWER STREET, SUITE 1100
LOS ANGELES, CALIFORNIA 90071
(213) 533-5400

contract, violation of California Commercial Code, breach of warranties and negligence. The same two tractors, the same causes of action and the same damages are sought in both lawsuits. Genchev has fully and finally litigated his claim for damages arising out of repairs made to these tractors and, as a matter of law, has no basis for a second lawsuit against Detroit Diesel. As a matter of law, this second lawsuit is barred by principles of res judicata and/or collateral estoppel.

In addition, Genchev's causes of action fail to state claims for relief against Detroit Diesel. He asserts a nonexistent claim of negligence when he can only present economic loss. He alleges breach of contract, but pleads no contract between himself and Detroit Diesel. There is none. Genchev asserts Commercial Code violations against Detroit Diesel, which did not sell the engines to Genchev. Such a cause of action also does not exist since it is duplicitous of breach of warranty. Moreover, the breach of warranty claims are nonexistent because (1) Genchev lacks privity with Detroit Diesel and (2) cannot state either an express warranty or an implied warranty was given by Detroit Diesel to him. His only warranty claim was against Freightliner, which has already been adjudicated. Thus, even if this lawsuit is not barred by res judicata and/or collateral estoppel, Genchev cannot assert any claim for relief against Detroit Diesel.

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A PROFESSIONAL CORPORATION
444 S. FLOWER STREET, SUITE 1100
LOS ANGELES, CALIFORNIA 90071
(213) 533-5400

I. PLAINTIFF'S ACTION AGAINST DETROIT DIESEL IS BARRED BY THE DOCTRINE OF RES JUDICATA

As the California Supreme Court stated in Mycogen Corp. v. Monsanto Co., 28 Cal. 4th 888, 897 (2002):

> "'Res judicata' describes the preclusive effect of a final judgment on the merits. Res judicata, or claim preclusion, prevents relitigation of the same cause of action in a second suit between the same parties or parties in privity with them. Collateral estoppel, or issue preclusion, 'precludes relitigation of issues argued and decided in prior proceedings.' [citation] Under the doctrine of res judicata, if a plaintiff prevails in an action, the cause is merged into the judgment and may not be asserted in a subsequent lawsuit; a judgment for the defendant serves as a bar to further litigation of the same cause of action.

> "A clear and predictable res judicata doctrine promotes judicial economy. Under this doctrine, all claims based on the same cause of action must be decided in a single suit; if not brought initially, they may not be raised at a later date. 'Res judicata precludes piecemeal litigation by splitting a single cause of action or relitigation of the same cause of action on a different legal theory or for different relief.' [citation] A predictable doctrine of res judicata benefits both the parties and the courts because it 'seeks to curtail multiple litigation causing vexation and expense to the parties and wasted effort and expense in judicial administration.' (7 Witkin, Cal. Procedure (4th ed. 1997) Judgment, § 280, p. 820.)" [Emphasis added; citations omitted]

Such claim preclusion prevents relitigation of the "same cause of action." Id. at 896. The purpose of claim preclusion is to prevent multiple lawsuits over the same set of facts. Id. Genchev has separately sued Freightliner and Detroit Diesel for the same causes of action arising out of alleged nonconformities for the same two vehicles. (Compare the complaints in Genchev v. Freightliner, Ex. 1 and 2 to Request for Judicial Notice, to the complaint in this case.)

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LOS ANGELES, CALIFORNIA 90071
(213) 533-5400

"In determining the validity of a plea of res judicata three questions are pertinent: Was the issue decided in the prior adjudication identical to the one presented in the action in question? Was there a final judgment on the merits? Was the party against whom the plea is asserted a party or in privity with a party to the prior adjudication?" Zaragosa v. Craven, 33 Cal.2d 315, 317 (1949). Here, there was a prior adjudication of contractual warranty claims involving the same two Freightliner tractors. There was a final judgment on the merits, and indeed Genchev won and was awarded damages.

A. Opportunity To Litigate Claims.

In Panos v. Great Western Packing Co., 21 Cal.2d 636, 637 (1943), the California Supreme Court stated that "[t]he doctrine of res judicata rests upon the ground that the party to be affected, or some other with whom he is in privity, has litigated, or had an opportunity to litigate the same matter in a former action in a court of competent jurisdiction, and should not be permitted to litigate it again to the harassment and vexation of his opponent. Public policy and the interest of litigants alike require that there be an end to litigation." [Emphasis added] The Supreme Court in Panos quoted 2 Freeman On Judgments §676, as follows:

> "'A prior judgment can operate as a complete bar to a second action only on the theory that it is a conclusive adjudication ... as to every matter that might be urged in support of the latter. ... Under such circumstances, in view of the rule and policy of the law which forbids a party to split his claim, the judgment is deemed to adjudicate, for purposes of the second action, not only every matter which was, but also every matter which might have been urged in support of the cause of action or claim in litigation. Where the cause of action in the second action is the same as that in the first action, a final judgment in the latter upon the merits is a complete bar to the maintenance of the second action'." Id. at 638 (emphasis added).

Genchev had every opportunity to litigate his contract and warranty claims against Detroit Diesel in the prior action. His depositions are replete with testimony about the engine problems, the Detroit Diesel warranties and the repairs at authorized Detroit Diesel repair facilities such as Valley Power Systems. (See Ex. 3, 4 to Hansen declaration) His decision to only sue Freightliner in the prior lawsuit is conclusive of this second lawsuit over alleged, but nonexistent, warranty claims for the same two tractors against one of the component part manufacturers.

B. Both Lawsuits Involve The Same Primary Right.

In Bay Cities Paving & Grading, Inc. v. Lawyers' Mut. Ins. Co., 5 Cal.4th 854, 860-61 (1993), the California Supreme Court held that two sources of payment for construction work – foreclosure of the mechanic's lien and serving a timely stop notice on the lenders – "arose from the same transaction – Bay Cites' work on the project – and were merely different remedies for nonpayment of the amount owed by Bay Cities. Thus, Bay Cities had a single right – the right to payment for its construction. The loss of that right as a result of the attorney's two omissions resulted in a single injury." Since there was only one primary right involved, there was only one cause of action. The primary right was "the right to be free of negligence by its attorney in connection with the particular debt collection for which he was retained." Id. at 860. Although the attorney allegedly breached that right in two ways, "it nevertheless remained a single right." Id. "Even where

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A PROFESSIONAL CORPORATION
444 S. FLOWER STREET, SUITE 1100
LOS ANGELES, CALIFORNIA 90071
(213) 533-5400

there are multiple legal theories upon which recovery might be predicated, one injury gives rise to only one claim for relief." Slater v. Blackwood, 15 Cal.3d 791, 795 (1975).

Two actions "constitute a single cause of action if they both affect the same primary right." City of Simi Valley v. Superior Ct, 111 Cal.App.4th 1077, 1083 (2003) (citation omitted). As the California Supreme Court reaffirmed in Mycogen, 28 Cal.4th at 904, the primary right theory is invoked when a plaintiff "attempts to divide a primary right and enforce it in two suits." "Res judicata precludes piecemeal litigation caused by splitting a single cause of action or relitigating the same cause of action on a different legal theory." City of Simi Valley, 111 Cal.App.4th at 1083. "A party cannot by negligence or design withhold issues and litigate them in consecutive actions." Sutphin v. Speik, 15 Cal.2d 195, 202 (1940). That is exactly what Genchev has done in first suing Freightliner in the prior action and now suing Detroit Diesel in this second lawsuit.

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444 S. FLOWER STREET, SUITE 1100
LOS ANGELES, CALIFORNIA 90071
(213) 533-5400

As explained in Sutphin, 15 Cal.2d at 202:

> "If the matter was within the scope of the action, related to the subject-matter and relevant to the issues, so that it *could* have been raised, the judgment is conclusive on it despite the fact that it was not in fact expressly pleaded or otherwise urged . . . . Hence, the rule is that the prior judgment is res judicata on matters which were raised or could have been raised, on matters litigated or litigable." [Emphasis in original.]

An issue that could have been raised means "it was relevant to or within the scope of the action" and it makes "no difference whether it was actually pleaded, or whether evidence was introduced thereon or not." Id. at 203.

One of the reasons for the rule against splitting a cause of action is that it is against public policy to allow litigants to consume court time "by asserting claims which properly should have been settled in some prior action." Wulfjen v. Dolton, 24 Cal.2d 891, 895 (1944). To hold otherwise "would open a 'Pandora's box' of evils that would upset all legal principles for avoiding multiple litigation in settlement of but one fundamental claim for appropriate redress." Id. at 896. "If the same primary right is involved in two actions, judgment in the first bars consideration not only of all matters actually raised in the first suit but also all matters which could have been raised." Eichman v. Fotomat Corp., 147 Cal.App.3d 1170, 1175 (1983).

"An injury is defined in part by reference to the set of facts, or transaction, from which the injury arose." Federation of Hillside & Canyon Associations v. City of Los Angeles, 126 Cal.App.4th 1180, 1203 (2004). The primary rights theory "incorporates to some degree a transactional standard." Id.

Here, Genchev purchased the 2004 Freightliner and the 2005 Freightliner under two purchase orders. (Invoices, Ex. 1, 2 to Hansen declaration) Those tractor purchases included the warranties at issue in the prior case and in this case – both involving the same tractors. Both of Genchev's lawsuits also involve the same problems with the tractors, the same repairs, and the same down time or loss of use. Indeed, in the prior action Genchev opposed Freightliner's motion in limine no. 2 to exclude repairs not falling within the Freightliner warranty, arguing the entire repair history of the Freightliner tractors was relevant. (Genchev's opposition to MIL No. 2, Ex. 5, p. 178:2-7, to Hansen declaration)

"As far as its content is concerned, the primary right is simply the plaintiff's right to be free from the particular injury suffered." Crowley v. Katleman, 8 Cal.4th 666, 681 (1994). Here, Genchev's primary right in both actions is properly working Freightliner tractors. The "violation of a single primary right gives rise to but a single cause of action." Crowley, 8 Cal.4th at 681-82. Further, the violation of a primary right gives rise to only one cause of action, even though the plaintiff may have many forms of relief. Id.

Here, the "product" in both actions is the same – the Freightliner tractors. The diesel engines are one component of that product. In this instance, the primary right is the right to take a product free from defect. Thus, Genchev's primary right was to take the Freightliner tractors free from defect. He does not get a separate lawsuit against each manufacturer of each component part in the tractors. Rather, he was required to, but did not, join Detroit Diesel in the prior lawsuit against Freightliner. Since the party against

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A PROFESSIONAL CORPORATION
444 S. FLOWER STREET, SUITE 1100
LOS ANGELES, CALIFORNIA 90071
(213) 533-5400

whom the plea of res judicata is asserted is the same plaintiff in both actions, conclusive effect should be given to the previous judgment against Freightliner. Genchev's claims against Detroit Diesel have been merged into the prior judgment against Freightliner.

C. Detroit Diesel Need Not Have Been A Party To The Prior Lawsuit.

The fact that Detroit Diesel was not a party to the prior action does not preclude application of res judicata. In Bernhard v. Bank of America Nat'l Trust & Savings Ass'n, 19 Cal.2d 807 (1942), the California Supreme Court held that a party which was a stranger to the first action may assert res judicata in defense of a second action. There, Clara Sather, an elderly woman in the care of Charles Cook, authorized him to make drafts against her account at a Los Angeles bank because of her failing health. She later authorized the transfer of those funds to a bank in San Dimas under an account titled "Clara Sather by Charles Cook." Cook withdrew the balance of the account and deposited it into a bank account under his and his wife's name. After Clara Sather's death, the probate court settled the account, finding as part of its order that she had made a gift to Cook. The subsequent administratrix of the estate later brought an action against the bank for allowing the withdrawal of the funds without authorization. The bank asserted the affirmative defense of res judicata. The plaintiff argued the doctrine of res judicata did not apply because the defendant asserting the plea was not a party to the previous action or in privity with any party. The California Supreme Court found the "requirements of due process of law forbid the assertion of a plea or res judicata against a party unless he was bound by the earlier litigation in which the matter was decided . . . [but] [t]here is no compelling reason, however, for requiring that the party asserting the plea of res judicata must have been a party, or in privity with a party, to the earlier litigation." Id. at 812. "Many courts have abandoned the requirement of mutuality and confined the requirement of privity to the party against whom the plea of res judicata is asserted." Id. "The cases justify this . . . on the ground that it would be unjust to permit one who has had his day in

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A PROFESSIONAL CORPORATION
444 S. FLOWER STREET, SUITE 1100
LOS ANGELES, CALIFORNIA 90071
(213) 533-5400

court to reopen identical issues by merely switching adversaries." Id. at 813. Thus, Detroit Diesel can assert res judicata even though it was not a party to the prior lawsuit.

II. PLAINTIFF'S CLAIMS AGAINST DETROIT DIESEL ARE BARRED BY THE DOCTRINE OF COLLATERAL ESTOPPEL

"The doctrine of collateral estoppel is one aspect of the concept of res judicata. In modern usage, however, the two terms have distinct meanings." Lucido v. Superior Court, 51 Cal.3d 335, 341 n. 3 (2000). Collateral estoppel involves issue preclusion, preventing a relitigation of issues already argued and decided. Mycogen, 28 Cal.4th at 896. Collateral estoppel precludes the relitigation of an issue if: (1) the issue is identical to an issue decided in a prior proceeding; (2) the issue was actually litigated; (3) the issue was necessarily decided; (4) the decision in the prior proceeding is final and on the merits; and (5) the party against whom collateral estoppel is asserted was a party to the prior proceeding or in privity with a party to the prior proceeding. Id. at 341. "The 'identical issue' requirement addresses whether 'identical factual allegations' are at stake in the two proceedings . . . ." Lucido, 51 Cal.3d at 342. "An issue is actually litigated 'when [it] is properly raised, by the pleadings or otherwise, and is submitted for determination, and is determined . . . ." People v. Sims, 32 Cal.3d 468, 484 (1982).

As with res judicata, "a stranger to the prior judgment may assert defensive issue preclusion." Campbell v. Scripps Bank, 78 Cal.App.4th 1328, 1334 (2000), citing Bernhard, 19 Cal.2d at 813. As stated by the California Supreme Court in Vandenberg v. Superior Court, 21 Cal.4th 815, 828 (1999), "because the estoppel need not be mutual, it is not necessary that the earlier and later proceedings involve the identical parties or their privies. Only the party *against whom* the doctrine is invoked must be bound by the prior proceeding." In fact, "the collateral estoppel doctrine may allow one who was not a party to prior litigation to take advantage, in a later unrelated matter, of findings made against this current adversary in the earlier proceeding." Id. at 828-29. Thus, Detroit Diesel is entitled to assert issue preclusion based on the prior Genchev v. Freightliner action. "Collateral estoppel ... is intended to preserve the integrity of the judicial system, promote

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judicial economy, and protect litigants from harassment by vexatious litigation." Vandenberg, 21 Cal.4th at 829 (citations omitted). Genchev's second lawsuit over warranty repairs to his tractors frustrates these purposes.

In Campbell, the California Court of Appeal held that the plaintiffs were collaterally estopped from prosecuting an action against defendant Scripps Bank, which handled the escrow for a real estate transaction which was the basis of a previous lawsuit. Campbell sold certain real property to G. Milam Hall. Hall borrowed the majority of the purchase money from John Sachs, on condition that Sach's note be secured by a first deed of trust on the property. Campbell agreed to loan Hall the remainder of the purchase price as the second trust deed. Campbell and Hall also entered into a subordination agreement whereby Campbell agreed to subordinate his position in favor of other lenders in order to facilitate development loans. When the development plans failed, the property was foreclosed upon and there were insufficient funds to repay Campbell. In the first action, Campbell sued Sachs to determine the priority between the two deeds of trust. The trial court ruled that the parties intended the Sachs trust deed to have priority over the Campbell trust deed and entered judgment accordingly. In the second action, Campbell sued Scripps Bank under the theory that the Bank negligently closed escrow on loan terms which did not comply with the terms of the subordination agreement and for breach of contract in relation to the escrow. The Campbell court held that the issues in the second matter were actually litigated in the prior action since the prior judgment determined that the parties intended the Sachs deed of trust to have priority over the Campbell deed of trust regardless of whether the loan complied with the terms of the subordination agreement.

The issues to be determined in this action were decided in the prior action against Freightliner. Genchev had a full trial on these issues, had ample opportunity to raise issues and present evidence, after which the court did in fact render a decision on the issues. See La Prade v. Department of Water & Power, 27 Cal.2d 47, 50 (1945). Thus,

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the requirements of due process have been met. Dillard v. McKnight, 34 Cal.2d 209, 214-215 (1949). The plaintiff is one and the same in both actions. Accordingly, based on the issues clearly resolved in the prior action against Freightliner, Genchev is collaterally estopped from asserting the same issues in this second action against Detroit Diesel.

III. THE ECONOMIC LOSS RULE BARS THE NEGLIGENCE CAUSE OF ACTION

Genchev's fourth cause of action is for negligence, yet the only damages alleged in the complaint are not conforming the engines to the warranties. Genchev seeks only purely economic damages under his claims for breach of contract and breach of warranty. He cannot sue Detroit Diesel for pure economic loss under the tort of negligence. See Robinson Helicopter Co. v. Dana Corp., 34 Cal.4th 979, 988 (2004) ("economic loss rule requires a purchaser to recover in contract for purely economic loss due to disappointed expectations, unless he can demonstrate harm above and beyond a broken contractual promise"); Jimenez v. Superior Ct., 29 Cal.4th 473, 482-83 (2002) ("the law of contractual warranty governs damage to the product itself"); Aas v. Superior Ct.. 24 Cal.4th 627 (2000); Erlich v. Menezes, 21 Cal.4th 543, 552 (1999); (duty found in cases to give rise to tort liability is "either completely independent of the contract or arises from conduct which is both intentional and intended to harm"); Seely v. White Motor Co., 63 Cal.2d 9, 18 (1965) ("even in actions for negligence, a manufacturer's liability is limited to damages for physical injuries and there is no recovery for economic loss alone"). As stated in Aas, 24 Cal.4th at 643, "A person may not ordinarily recover in tort for the breach of duties that merely restate contractual obligations." In Erlich, no tort damages were allowed for negligent construction of a home because the breach "did not cause physical injury." Erlich, 21 Cal.4th at 557. The recoverable damages for defective construction in Erlich were limited to the cost of repairing the home, lost use or relocation expenses, or diminution in value. Id. at 561.

Similarly, here, Genchev has no recoverable tort damages arising from any duty separate and apart from the Detroit Diesel warranty. Economic loss means damages for

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cost of repair and replacement of the defective product (or parts) or consequent loss of profits. See Fieldstone Co. v. Briggs Plumbing Products, Inc., 54 Cal.App.4th 357, 364 (1997) (citations omitted). Fieldstone held that rusting and chipping sinks due to spot welding and insufficient coating did not constitute damage to "other property" for purposes of tort recovery. Id. at 364-67. Furthermore, "[w]hen a product injures only itself the reasons for imposing a tort duty are weak and those for leaving the party to its contractual remedies are strong." East River S.S. Corp. v. Transamerica Delaval, 476 U.S. 858, 871 (1986). Thus, Genchev has no claim for negligence.

IV. NO BREACH OF CONTRACT CLAIM EXISTS

The first cause of action for breach of contract has no merit. Genchev did not purchase the tractors from Detroit Diesel and he has neither a written contract nor an oral contract with Detroit Diesel. Under California law, the elements of breach of contract are: (1) the contract; (2) plaintiff's performance or excuse for nonperformance; (3) defendant's breach and (4) the resulting damage to plaintiff. Reichert v. General Ins. Co., 68 Cal.2d 822, 830 (1968). "Alleging breach of contract should not be construed as including breach of warranty theories." Mandeville Onoda Cement Co., 67 Fed.Appx. 417, 418 (9th Cir. 2003).

While Genchev asserts in paragraph 10 of the complaint that Detroit Diesel "expressly warranted the engines," he fails to plead any terms of such warranty or attach the warranty to the complaint. He only further concludes the tractors have "nonconformities" and Detroit Diesel "has failed and refused to conform the vehicles to their warranties." Such claims fail to state a cause of action for breach of contract. Where "the warrantor repeatedly fails to correct the defect as promised, it is liable for the breach of that promise as a breach of warranty." Seely, 63 Cal.2d at 14. Here, there simply is no contract between Genchev and Detroit Diesel.

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V. NO CLAIM FOR COMMERCIAL CODE VIOLATIONS EXISTS

Detroit Diesel is a manufacturer of diesel engines. Detroit Diesel did not sell either the engines or the tractors to Genchev. The Commercial Code only applies to sellers of goods, defined as "a person who sells or contracts to sell goods." Commercial Code §2103(d). A "sale" is "the passing of title from the seller to the buyer for a price." Section 2106(a). This is an action against a manufacturer of a component of two Freightliner tractors for consequential damages from the alleged breach of warranty, not a claim for remedies under the Commercial Code against the seller of the trucks.

VI. NO BREACH OF EXPRESS WARRANTY CLAIM EXISTS

"In order to plead a cause of action for breach of express warranty, one must allege the exact terms of the warranty, plaintiff's reasonable reliance thereon, and a breach of that warranty which proximately causes plaintiff injury." Williams v. Beechnut Nutrition Corp., 185 Cal.App.3d 135, 142 (1986). Genchev fails to allege "the exact terms of the warranty" at issue. An "expression of opinion or commendation of the goods does not create an express warranty." Keith v. Buchanon, 173 Cal.App.3d 13, 19 (1985). Fundamentally, Genchev has failed to plead an express warranty.

"As a general rule, privity of contract is a required element of an express breach of warranty cause of action." Fieldstone Co. v. Briggs Plumbing Products, Inc., 54 Cal.App.4th 357, 369 n. 10 (1997). The only noted exception is where the decision to purchase the product was made in reliance on written representations in "labels or advertising material." Id. See also, Burr v. Sherwin Williams Co., 42 Cal.2d 682, 696-97 (1954). No representation in any label or advertising materials is alleged in order to give rise to any exception to the privity requirement. Genchev has no privity with Detroit Diesel.

Breach of warranty claims asserted by a consumer such as Genchev against a component manufacturer such as Detroit Diesel have been rejected. See Avery v. Mapco Gas Products, Inc., 848 F.Supp.1388, 1396 (N.D. Ind. 1991); Zepik v. Ceeco Pool &

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Supply, Inc., 637 F.Supp. 444, 450-51 (N.D. Ind. 1986), aff'd in part and vacated on other grounds, 856 F.2d 936 (7th Cir. 1988). In Avery, owners of a home sued Honeywell, the manufacturer of the valve on a furnace which exploded. Breach of warranty was one of the claims asserted against Honeywell. Summary judgment for Honeywell on the breach of warranty claim was granted because the homeowners lacked privity with Honeywell (and the claim was barred by the statute of limitations). See also, Zepik v. Ceeco Pool & Supply, 118 F.R.D. 455 (N.D. Ind. 1987) (also rejected express warranty claim due to no evidence of contract between consumer and component part defendant).

The statute of limitations for breach of warranty is four years. See Cal. Commercial Code §2725. Genchev purchased the 2004 Freightliner on January 27, 2004 and purchased the 2005 Freightliner on March 2, 2005. Thus, even if he had privity with Detroit Diesel (which he does not), his express warranty claim is time barred.

If the analysis goes beyond lack of privity and the statute of limitations, Genchev has failed to plead the elements of an express warranty claim. Three steps must be examined to determine if an express warranty exists: (1) whether the seller's statement constitutes an "affirmation of fact or promise" or "description of the goods" or whether the statement is merely an opinion or commendation of the goods; (2) whether the statement was "part of the basis of the bargain"; and (3) whether the warranty was breached. Keith, 173 Cal.App.3d at 19-20. In Keith, the Court of Appeal reversed the finding of no express warranty. The boat purchased was described in sales literature as "a picture of sure-footed seaworthiness" and "a carefully well-equipped and very seaworthy vessel"; the seller's representative was aware the buyer was looking for a boat for long distance ocean-going cruises; nothing indicated the boat was experimental in nature and one sales brochure assured buyers the boat was commenced "after years of careful testing." The statements in the sales brochures in Keith were held "specific and unequivocal in asserting that the vessel is seaworthy," constituting affirmations of fact relating to the quality and condition of the boat. Id. No such statements exist in this case.

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Here, Genchev merely alleges he purchased the 2005 Freightliner tractor "from an authorized Detroit Diesel distributor." (Complaint, para. 7) He admittedly did not purchase the tractors from Detroit Diesel, a component part manufacturer. The purchase orders show Genchev purchased the 2004 Freightliner from Albuquerque Freightliner in New Mexico and purchased the 2005 Freightliner from Murrays Freightliner in Pennsylvania. (Purchase Orders, Ex. 1, 2 to Hansen declaration) Neither purchase order contains any representations made by Detroit Diesel, and Genchev has not alleged the rudimentary elements of a breach of express warranty claim against Detroit Diesel – and cannot. Neither his complaint nor the documents referenced in his complaint show he has privity of contract with Detroit Diesel.[1]

VII. NO BREACH OF IMPLIED WARRANTY CAUSE OF ACTION CAN BE STATED

Paragraph 22 of the complaint alleges "implied warranties of fitness and merchantability were implied by the sale of the Vehicles to Plaintiff." However, Detroit Diesel did not sell the vehicle to Genchev. These causes of action "sound in contract." See Wyatt v. Cadillac Motor Car Division, 145 Cal.App.2d 423, 426 (1956). The applicable statute of limitations is two years and begins to run when the buyer became aware of unsatisfactory performance. Id. at 426-27; Simon Hardware Co. v. Pacific Tire & Rubber Co., 199 Cal.App.2d 616, 618 (1962) (two year statute of limitations applies to implied warranty). Thus, Genchev only had two years after purchase to sue Detroit Diesel. It is more than two years since he purchased both tractors.

"Privity of contract is a prerequisite in California for recovery on a theory of breach of implied warranties of fitness and merchantability." All West Electronics v. M-B-W, 64

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[1] Should Genchev be able to plead a claim for breach of express warranty and survive this motion, there may be choice of law issues that arise. The warranty was likely issued by Detroit Diesel with its component engines in Michigan, and Michigan law may apply if this case goes forward; Genchev purchased the tractors in New Mexico and Pennsylvania; and repairs were not confined to California. (See Exs. 1-4 to Hansen declaration.) At this time, the choice of law issue is premature but is not waived by Detroit Diesel.

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Cal.App.4th 717, 725 (1998). "Vertical privity is a prerequisite in California for recovery on a theory of breach of the implied warranties of fitness and merchantability." Fieldstone Co. v. Briggs Plumbing Products, Inc., 54 Cal.App.4th 357, 371 (1997); U.S. Roofing, Inc. v. Credit Alliance Corp., 228 Cal.App.3d 1431, 1441 (1991).

In Parsley v. Monaco Coach Corp., 327 F.Supp.2d 797, 803-05 (W.D. Mich. 2004), the court rejected a buyer's claim of breach of implied warranty against the component part manufacturer of a mobile home based on the lack of privity. Since California, like Michigan law in Parsley requires privity, Parsley is direct support for Detroit Diesel's position that Genchev has no claim for breach of implied (or express) warranty – "no implied warranties between a consumer and a remote manufacturer arise by way of state law, they are not created under the [Detroit Diesel] limited warranty." Id. at 805.[2] See also, Auto Owners Ins. Co. v. Chrysler Corp., 129 Mich. App. 38, 43, 341 N.W. 2d 223 (1983) (purchaser of motorhome had no claim for breach of warranty against manufacturer of chassis); Mt. Holly Ski Area v. U.S. Elec. Motors, 666 F. Supp. 115, 119-20 (E.D. Mich. 1987) (privity must be between "the plaintiff and the defendant"). There is no privity between Genchev and Detroit Diesel, which is fatal to his breach of warranty claims.

A. Implied Warranty of Merchantability.

To maintain a claim for breach of implied warranty of merchantability, the seller's statements must become a basis of the bargain. Hauter v. Zogarts, 14 Cal.3d 104, 114 (1975). This complaint contains no statement by Detroit Diesel that formed the basis of

[2] Although the privity argument in Parsley was only asserted in connection with the implied warranty claim, it equally applies to Genchev's express warranty claim against Detroit Diesel in this case. As discussed supra, Detroit Diesel has also asserted lack of privity on the express indemnity claim. Further, since California and Michigan law lead to the same conclusion, there is no conflict of law requiring the court to apply California's governmental interest analysis for conflicts of law.

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Genchev's purchase of either Freightliner tractors. Detroit Diesel was not the seller of the vehicles to Genchev.

B. Implied Warranty of Fitness For A Particular Purpose.

An implied warranty of fitness for a particular purpose only arises when: (1) the purchaser at the time of the contracting intends to use the goods for a particular purpose; (2) the seller at the time of contracting has reason to know of this particular purpose; (3) the buyer relies on the seller's skill or judgment to select or furnish goods suitable for the particular purpose; and (4) the seller at the time of contracting has reason to know that the buyer is relying on such skill and judgment. Keith, 173 Cal.App.3d at 25.

"The reliance elements are important to the consideration of whether an implied warranty of fitness for a particular purpose exists." Keith, 173 Cal.App.3d at 25. The "major question" is "the reliance by the buyer upon the skill and judgment of the seller to select an article suitable for his needs." Id. In Keith, no implied warranty claim existed because plaintiff had extensive experience with sailboats and had developed precise specifications regarding the type of boat wanted; he looked at a number of different boats and reviewed their advertising literature; and he had friends look at the boat before making a final decision. The Court of Appeal held substantial evidence supported the trial court's finding the buyer did not rely on the skill and judgment of the seller in selection of the boat in question.

The reliance elements cannot be satisfied in this case – there is no allegation Genchev relied on Detroit Diesel's skill or judgment in selecting or furnishing the tractors. Detroit Diesel was not a party to the purchase orders or to the manufacturer's warranty for the Freightliner tractors.

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LOS ANGELES, CALIFORNIA 90071
(213) 533-5400

CONCLUSION

Plaintiff does not get a second lawsuit over the same damage and lost time for his tractors for which he previously sued Freightliner and won. This lawsuit is barred under the principles of res judicata, collateral estoppel and claim splitting. The causes of action asserted are improper and nonexistent. As a matter of law, this entire lawsuit should be dismissed.

Dated: June 13, 2008

GRACE, COSGROVE & SCHIRM
A Professional Corporation

By: /s/ [signature]
Philip R. Cosgrove
Lisa Kralik Hansen

Attorneys for Defendant
DETROIT DIESEL CORPORATION

GRACE, COSGROVE & SCHIRM
A PROFESSIONAL CORPORATION
444 S. FLOWER STREET, SUITE 1100
LOS ANGELES, CALIFORNIA 90071
(213) 533-5400

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 444 South Flower Street, Suite 1100, Los Angeles, California 90071.

On June 13, 2008, I served the within document(s) described as:

MEMORANDUM OF POINTS AND AUTHORITIES SUPPORTING MOTION TO DISMISS AND, IN THE ALTERNATIVE, MOTION FOR SUMMARY JUDGMENT

on the interested parties in this action as stated on the attached mailing list.

[X] (BY MAIL) By placing a true copy of the foregoing document(s) in a sealed envelope addressed as set forth on the attached mailing list. I placed each such envelope for collection and mailing following ordinary business practices. I am readily familiar with this Firm's practice for collection and processing of correspondence for mailing. Under that practice, the correspondence would be deposited with the United States Postal Service on that same day, with postage thereon fully prepaid at Los Angeles, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

[ ] (BY FAX) By transmitting a true copy of the foregoing document(s) via facsimile transmission from this Firm's sending facsimile machine, whose telephone number is (213) 533-5444, to each interested party at the facsimile machine telephone number(s) set forth on the attached mailing list. Said transmission(s) were completed on the aforesaid date at the time stated on the transmission record issued by this Firm's sending facsimile machine. Each such transmission was reported as complete and without error and a transmission report was properly issued by this Firm's sending facsimile machine for each interested party served. A true copy of each transmission report is attached to the office copy of this proof of service and will be provided upon request.

I certify that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on June 13, 2008, at Los Angeles, California.

I declare under penalty of perjury that the foregoing is true and correct.

Liv Kirchoff	/s/ [signature]
(Type or print name)	(Signature)

GRACE, COSGROVE & SCHIRM
A PROFESSIONAL CORPORATION
444 S. FLOWER STREET, SUITE 1100
LOS ANGELES, CALIFORNIA 90071
(213) 533-5400

SERVICE LIST

Douglas Jaffe, Esq.
Law Offices of Douglas Jaffe
402 West Broadway
Fourth Floor
San Diego, CA 92101

Attorneys for Plaintiff

(619) 595-4861
Fax (619) 595-4862

GRACE, COSGROVE & SCHIRM
A PROFESSIONAL CORPORATION
444 S. FLOWER STREET, SUITE 1100
LOS ANGELES, CALIFORNIA 90071
(213) 533-5400

PHILIP R. COSGROVE, Bar No. 92564
pcosgrove@gcslaw.net
LISA KRALIK HANSEN, Bar No. 149455
lhansen@gcslaw.net
GRACE, COSGROVE & SCHIRM
A Professional Corporation
444 South Flower Street, Suite 1100
Los Angeles, California 90071
Telephone: (213) 533-5400
Facsimile: (213) 533-5444

Attorneys for Defendant
DETROIT DIESEL CORPORATION

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

EUGENE GENCHEV, Plaintiff, vs. DETROIT DIESEL CORPORATION; and Does 10, inclusive, Defendant.	Case No. 08-CV-1021 W (NLS) **DECLARATION OF LISA KRALIK HANSEN IN SUPPORT OF MOTION TO DISMISS AND, IN THE ALTERNATIVE, MOTION FOR SUMMARY JUDGMENT;** **EXHIBITS** **[FILED CONCURRENTLY WITH NOTICE OF MOTION TO DISMISS; MEMORANDUM OF POINTS AND AUTHORITIES; REQUEST FOR JUDICIAL NOTICE]** Hearing Date: July 21, 2008 **[NO ORAL ARGUMENT PURSUANT TO LOCAL RULE 7.1(d)(1)]** (Complaint filed: 4/18/08)

DECLARATION OF LISA KRALIK HANSEN

I, Lisa Kralik Hansen, declare as follows:

I am an attorney at law duly licensed to practice before this Court. I am a member of the law firm of Grace, Cosgrove & Schirm, counsel of record for defendant Detroit Diesel Corporation in this action. I have personal knowledge of the facts set forth in this Declaration and, if called as a witness, could and would testify competently to such facts under oath.

1. Attached hereto as Exhibit 1 is a true and correct copy of the purchase order for the 2004 Freightliner, marked as Exhibit 1 to the deposition of Eugene Genchev in his prior lawsuit.

2. Attached hereto as Exhibit 2 is a true and correct copy of the purchase order for the 2005 Freightliner, marked as Exhibit 38 to the deposition of Eugene Genchev in his prior lawsuit.

3. Attached hereto as Exhibit 3 are true and correct copies of pertinent portions of the deposition, Volume 1, of Eugene Genchev taken in his prior action on February 8, 2007, and the corresponding deposition exhibits.

4. Attached hereto as Exhibit 4 are true and correct copies of pertinent portions of the deposition, Volume II, of Eugene Genchev taken in his prior action on March 9, 2007, and the corresponding deposition exhibits.

5. Attached hereto as Exhibit 5 is a true and correct copy of Genchev's Opposition To Freightliner's Motion in Limine No. 2 in the prior action, dated January 14, 2008.

Executed on this 12th day of June, 2008, at Los Angeles, California.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Lisa Kralik Hansen

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A PROFESSIONAL CORPORATION
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LOS ANGELES, CALIFORNIA 90071
(213) 533-5400

TABLE OF CONTENTS

Exhibit	Description	Page
1	Purchase order for the 2004 Freightliner, marked as Exhibit 1 to the deposition of Eugene Genchev in his prior lawsuit.	4
2	Purchase order for the 2005 Freightliner, marked as Exhibit 38 to the deposition of Eugene Genchev in his prior lawsuit.	5
3	Pertinent portions of the deposition, Volume 1, of Eugene Genchev taken in his prior action on February 8, 2007, and the corresponding deposition exhibits. \	6-117
4	Pertinent portions of the deposition, Volume II, of Eugene Genchev taken in his prior action on March 9, 2007, and the corresponding deposition exhibits.	118-175
5	Genchev's Opposition To Freightliner's Motion in Limine No. 2 in the prior action, dated January 14, 2008.	176-180

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LOS ANGELES, CALIFORNIA 90071
(213) 533-5400

GRACE, COSGROVE & SCHIRM
A PROFESSIONAL CORPORATION
444 S. FLOWER STREET, SUITE 1100
LOS ANGELES, CALIFORNIA 90071
(213) 533-5400

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 444 South Flower Street, Suite 1100, Los Angeles, California 90071.

On June 13, 2008, I served the within document(s) described as:

DECLARATION OF LISA KRALIK HANSEN IN SUPPORT OF MOTION TO DISMISS AND, IN THE ALTERNATIVE, MOTION FOR SUMMARY JUDGMENT; EXHIBITS

on the interested parties in this action as stated on the attached mailing list.

[X] (BY MAIL) By placing a true copy of the foregoing document(s) in a sealed envelope addressed as set forth on the attached mailing list. I placed each such envelope for collection and mailing following ordinary business practices. I am readily familiar with this Firm's practice for collection and processing of correspondence for mailing. Under that practice, the correspondence would be deposited with the United States Postal Service on that same day, with postage thereon fully prepaid at Los Angeles, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

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I certify that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on June 13, 2008, at Los Angeles, California.

I declare under penalty of perjury that the foregoing is true and correct.

Liv Kirchoff	/s/ Liv Kirchoff
(Type or print name)	(Signature)

SERVICE LIST

Douglas Jaffe, Esq. Law Offices of Douglas Jaffe 402 West Broadway Fourth Floor San Diego, CA 92101	Attorneys for Plaintiff (619) 595-4861 Fax (619) 595-4862

GRACE, COSGROVE & SCHIRM
A PROFESSIONAL CORPORATION
444 S. FLOWER STREET, SUITE 1100
LOS ANGELES, CALIFORNIA 90071
(213) 533-5400

EXHIBIT 1

Customer Purchase Order

Albuquerque Freightliner, LP
12901 U.S. Hwy.66 W. Frontage Rd. -
Albuquerque, NM 87121
(505) 833-1000 * (800) 250-9253 * (505) 833-1064

...stomer Name: Eugene Genchev
Address: 11480 Cypress Terracs PL
City, State Zip: San Diego, CA 92131
Phone #'s: (858) 271-1868 (858) 359-6638

Date: 7/30/2004
Sales Rep: Byron Schrunk

Year	MAKE	Model	VIN	Stock	Price
...004	FREIGHTLINER	CL120	1FUJA6CK34DM92600	15409	91,027.00

Total Features **$0.00**

$91,027.00

...rance

- ...ysical Damage ☐
- ...it Life ☐
- ...P insurance ☐
- ...ability ☐
- ...n Trucking ...ability ☐

Taxes and Fees

F. E. T. (If Used or	$	10,923.24
Sales Tax	$	0.00
Title Fees	$	0.00
License	$	0.00
Vehicle Inventory Tax	$	0.00
Documentation Fee	$	0.00
Recycle Tire Fee	$	0.00
Other	$	0.00
Other Factory Rebate	$	-1,861.58

Total Taxes and Fees **$9,061.66**

Total Sale Price **$100,088.66**

...e in:

Year	Make	Model	VIN
1999	Freightliner	C120	A33162

Trade Allowance $ 15,000.00
Payoff Amount $ 1,861.58

Net Trade **$13,138.42**

Pay-off to: Daimler Chrysler Services NA LLC
Address:
Good through: 8/10/2004

... With Order $ 0.00

... Down At Delivery $ 0.00

Total Down **$0.00**

1384.3 Balance Rebate owed to Eugene Genchev

Total Due At Delivery **$86,950.24**

...ntract is subject to additional provisions set forth on page two of this document, which is incorporated here in by inference, AND ... TERMS INCLUDE A COMPLETE DISCLAIMER OF ALL WARRANTIES. The purchaser agrees that this order includes all the ... and conditions on both the face and reverse side hereof and that this order cancels and supercedes any prior agreement and as of ... hereof comprises the complete and exclusive statement of the terms of this agreement, relateing to the subject matters covered ..., and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE DEALER PRINCIPAL OR HIS/HER ...ORIZED REPRESENTATIVE. Purchaser by his/her execution of this order acknowledges the he/she has read its terms and ...ons and has received a copy of the order. A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT ...RED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES ...ING TO THE CLOSING OF A SALE. A DOCUMENTARY FEE MAY NOT EXCEED $50.00 FOR A MOTOR VEHICLE CONTRACT ...REASONABLE AMOUNT AGREED TO BY THE PARTIES FOR A HEAVY COMMERCIAL VEHICLE CONTRACT. THIS NOTICE IS ...RED BY LAW.

...haser Name: Eugene Genchev

By: [signature]
Signature Required

Date: 8/2/04

Dealer: Albuquerque Freightliner, LP

By: ____________________

EXHIBIT
Genchev #1
Date: 2-8-07
JENNIFER L. FITZGERALD

EXHIBIT 2

FREIGHTLINER®

MURRAYS FREIGHTLINER

R.R. 3, BOX 271B - EXIT 97 I-80
DUBOIS, PA 15801
(814) 375-9090 (888) 371-9707
FAX (814) 375-0494

CAT | Cummins | DETROIT DIES[EL]

PURCHASER'S NAME: EUGENE GENCHEV D/B/A GENCHEV TRUCKING
SOC. SEC. NO.:
DATE: 03/02/05

PURCHASER'S ADDRESS: 11480 CYPRESS TERRACE PL.
D/O/B:
RESIDENCE PHONE:

CITY, STATE & ZIP: SAN DIEGO, CA 92131
LIC. NO.:
BUSINESS PHONE: 858-271-1868

VEHICLE BEING PURCHASED

PLEASE ENTER MY ORDER FOR THE FOLLOWING: XX NEW ☐ USED ☐ DEMO ☐ CAR XX TRUCK
STOCK NO. 54006

YEAR	2005
MAKE	FREIGHTLINER
MILEAGE	XXXXXXXXXXXX
MODEL OR SERIES	FLD13264T
BODY TYPE	TRACTOR
COLOR	ULTRA RED
TRIM	
M.V.I. OR SER.NO.	1FUJAPCK95DN58106
ENG. TYPE	DDC
TO BE DELIVERED ON OR ABOUT	03/02/05
SALESMAN	TODD BECK

IF A NEW VEHICLE SALE . . .
The only warranties applying to this vehicle are those offered by the manufacturer.

IF USED VEHICLE SALE-CHECK APPROPRIATE BOX

☐ AS IS: this Vehicle is sold "as is" by us. This motor vehicle is sold as is without any warranty. The purchaser will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the Vehicle.

OR

☐ The only Dealer Warranty on this vehicle is the Limited Warranty which is issued with and made a part of this order form.

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY

"The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale."

USED VEHICLE TRADED IN AND/OR OTHER CREDIT

YEAR	2000
MAKE OF TRADE-IN	FREIGHTLINER
MILEAGE	
MODEL OR SERIES	XXXX C120
BODY TYPE	TRACTOR
COLOR	
TRIM	
M.V.I. OR SER. NO.	1FUYSSEBXYPB19143
ENG. TYPE	
Balance Owed To:	
Address:	
Used Trade-In Allowance	$ 11,897 00
Balance Owed on Trade-In	-0-
Net Allowance on Used Trade-In	$ 11,897 00
Deposit or Credit Balance	-0-
Cash with Order	$ -0-
TOTAL CREDIT (Transfer to Right Column)	$ 11,897 00

MEMO:

CASH DELIVERED PRICE OF VEHICLE	$ 101,014
FET @ 12%	10,873
ADDITIONAL EQUIPMENT (Optional)	$
Cash Price of Vehicle & Accessories	$111,887 0[0]
STATE AND LOCAL TAXES (if any)	N/A
Documentary Fee	30 0[0]
License, License Transfer, Title, Registration Fee / TIRE FEE 20/10	30 0[0]
TOTAL PRICE OF UNIT	$111,947 0[0]
TOTAL CREDIT (TRANSFERRED FROM LEFT COLUMN)	$ 11,897 0[0]
UNPAID CASH BALANCE DUE ON DELIVERY	$100,050 0[0]

EXHIBIT
Genchev #38
Date: 3-9-07
JENNIFER L. FITZGERALD
CSR #12166

Purchaser agrees that his Order on the face and reverse side hereof and any attachments hereto includes all the terms and conditions, that this Order canc[els] and supersedes any prior agreements and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to [the] subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZ[ED] REPRESENTATIVE. Purchaser by his execution of this Order acknowledges that he has read its terms and conditions and has received a true copy of the Ord[er]. IF A DOCUMENTARY FEE OR PREPARATION CHARGE IS MADE, YOU HAVE A RIGHT TO A WRITTEN ITEMIZED PRICE FOR EACH SPECIFIC SERVI[CE] PERFORMED. Dealers may not charge customers for services which are paid by the manufacturer.

Accepted By: 03/02/05 03/02/05

EXHIBIT 3

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

EUGENE GENCHEV, Plaintiff, vs. FREIGHTLINER, LLC., et al., Defendant.	No. 05-CV-2071-W (JMA)

DEPOSITION OF EUGENE GENCHEV

San Diego, California
February 8, 2007

Volume I
Pages 1 through 246, inclusive

Reported by Jennifer L. Fitzgerald, RPR, CSR
Certificate No. 12166

understanding that it came with a separate warranty for the transmission that was administered through Freightliner?

MR. JAFFE: Objection. Calls for a legal conclusion.

THE WITNESS: No, I didn't know that.

BY MR. MORENO:

Q. As you sit here today, do you know that you have a separate warranty for the transmissions on both tractors that are administered through Freightliner?

MR. JAFFE: Objection. Calls for a legal conclusion.

You can answer.

THE WITNESS: I know that Detroit is taking care of the engine, but I don't know about separate transmission warranty. It's written in the Freightliner warranty booklet. So I assume Freightliner is taking care of the transmission, everything else except the engine.

BY MR. MORENO:

Q. You understand that you have not sued Detroit Diesel in this case, correct?

MR. JAFFE: Objection. Calls for a legal conclusion.

THE WITNESS: I understand that, yeah.

MR. JAFFE: Objection. Lack of foundation. Calls for speculation.

THE WITNESS: No, I have not.

BY MR. MORENO:

Q. Okay. Go ahead and turn to the next page. "Upon PDI check engine light on, checked for codes, found active code for relative humidity sensor." Do you know what the relative humidity sensor is?

A. No, I don't.

Q. "Found center broken, replaced sensor, verified repairs." Did I read that correctly?

A. Yes, you did.

Q. As you've owned the '04 tractor, are you aware of any additional repairs to the humidity sensor during the time that Genchev has owned the unit?

MR. JAFFE: Objection. Calls for an expert opinion.

THE WITNESS: There's all kind of sensors being repaired. I don't know if one of those is the humidity sensor, but there's a lot of sensor being replaced and repaired after that.

BY MR. MORENO:

Q. Fair enough. You see in the upper left-hand corner where it says Detroit Diesel Warranty?

A. Yes, I do.

Q. And you have a separate warranty for your engine, correct?

MR. JAFFE: Objection. Calls for a legal conclusion.

THE WITNESS: Yes.

BY MR. MORENO:

Q. All right. Let's go to the next page. It says miscellaneous repairs for a dollar and 33 cents without a description. Actually, it's a bushing pipe, and it looks like a hex nut. Do you see where I read that?

A. Yes.

Q. Okay. Let's go to the next page. Before I ask you questions about the next page, have you ever seen in your travels across the country conventional tractors being transported for delivery to, like, a dealership?

A. Yes, I have.

Q. And how do they transport them?

A. Up on top of the other, like there's a -- the other tractor step and --

Q. They piggy back?

A. Yeah, piggy back.

Q. And when they piggy back them, they -- have you noticed that they remove the fairings?

Q. Right before the lunch hour we were getting ready to talk about the next repair visit that I have a document for --

A. Okay.

Q. -- which is the May 18th, 2005, Los Angeles Freightliner F, as in Frank, S, as in Sam, 102409. Before I ask you any questions about this repair visit, are there any other repairs that we haven't talked about up until this May 18th, '05, point after the February 24th, '05, body repair?

A. Not after February but I just discovered a couple of January.

Q. Okay. Show me the January '05 that you discovered during the lunch break. This is a claim history -- the witness has handed me a claim history probably printed out for you by one of the dealerships, correct?

A. Correct. It could be Detroit. That's why you don't have it. It could be Detroit claim on the engine. I am not sure which one exactly if it's Freightliner or Detroit, but over there I saw 18 -- what was the 20th and 28th of January there was a fuel leak and some other leaks they work on.

Q. The ones you're referring to is -- are you referring to January 31st, 2005?

A. And the one before that.
Q. And the January 20th, 2005?
A. Correct.
(Exhibit 9 was marked for identification.)
BY MR. MORENO:
Q. Okay. It says Valley Power Systems, San Diego for both of those entries. Let's mark this as 9. It says Valley Power Systems for both the January -- we've marked this as Exhibit 9. It says Valley Power for the January 31st, '05, and January 20th, '05. And the mileage for those repairs, according to this claim history, were 83620 and 89635, and you're correct, Mr. Genchev, that this is not in the Freightliner history because it's work not under the Freightliner warranty, which is what you thought may have been the case when you reviewed the document, true?
A. True.
MR. JAFFE: Objection to the extent it calls for a legal conclusion.
BY MR. MORENO:
Q. Did you take the unit to a Valley Power Systems somewhere here in San Diego on or about January 20th or January 31st, '05, because if you have --
A. Yes, I did.

mentioned except the last one.

(Exhibit 10 was marked for identification.)

BY MR. MORENO:

Q. Okay. I'll mark as Exhibit 10 the Valley Power Systems 1/20/05 RO open date, RO invoice date January 21st, 2005, and it shows that on January 20th of '05 with 83,620 miles you presented the unit to Valley Power Systems, correct?

A. Correct.

Q. And you understand that Valley Power Systems is not -- let me ask you this. Do you know whether Valley Power Systems is a Freightliner authorized repair facility?

A. I know for sure that it's Detroit authorized repair facility since the engine problem was addressed that was the best place to take the truck to.

Q. So you know it's a Detroit facility. You have a Detroit engine. So you could go there and get work done under the separate Detroit warranty. Fair statement?

MR. JAFFE: Objection to the extent it calls for a legal conclusion.

You can answer.

THE WITNESS: I assume so. I don't know the bureaucratic channels, but I know the Detroit is

covering Detroit. Freightliner, the rest of it.
BY MR. MORENO:
Q. Because we went through this earlier, you understand you have a separate warranty for Detroit?
A. Sure.
Q. And there are some facilities like LA Freightliner that can do Detroit and Freightliner work, correct?
A. I understand.
Q. And there's some places that may not be Freightliner, but can do Detroit work under Detroit warranty?
A. Correct. Valley is one of those places.
Q. All right. The complaint says, "Oil leaks, coolant leaks, and fuel leak. Customer leaving Chicago 5:00 p.m. Friday. Primary cause fuel union leaking." Did they -- did Valley Power Systems do work on your tractor to repair this fuel leak at the union?
A. Yes, they did.
Q. And did this leak ever come back or was it fixed for good?
A. It was fixed, but they did this work one day or two days after the people in Albuquerque attempt to fix it that they -- the tractor continued to leak. So one of these times I told you I stopped by Albuquerque

being done under the Detroit warranty at no cost to you?

A. I know it's not cost, but what warranty was -- my understanding was since it's a new arrangement in Detroit, they probably didn't have the proper fitting and they attempt to fix -- stop the leak, and they said they did it, but eventually the leak continued, and I took it to Valley where they fixed.

Q. Valley fixed it for good. True statement?

A. Yes.

Q. Did you pay anything for the work referenced on Exhibit 10?

A. No, I did not.

Q. Okay. Any other work or presentations of your truck to a facility after the body repair at LA Freightliner and before we get to Exhibit 8?

A. No.

Q. Okay. Let's go to Exhibit 8. Go ahead and put your papers inside so you don't confuse that stuff.

I'm handing you Exhibit 8, which is a collection of repair documents for the 5/18/05 repair, and I'll staple them together so we don't mix anything up. Did you present the truck to Los Angeles Freightliner on or about May 18th, 2005?

A. One of my drivers did.

Q. Do you know which driver?

Q. So it was worked on but not fixed, correct?

A. No, they refused to work on it because they stated Detroit Diesel doesn't allow warranty work at this point. They said it's okay to leak basically. It's right there in the documentation.

Q. Detroit Diesel wouldn't approve work for this engine leak?

A. I assume so. That's what the documentation states.

Q. What documentation are you referring to? Right now you're looking at Exhibit 8, correct?

A. We don't have it here, but I have it myself somewhere.

Q. What do you have somewhere that tells you that Detroit Diesel didn't want to cover the work?

You know, it says right here. "Check as per DDE new letter and found that oil leak on engine does not meet the conditions for a fix at this time." Is that what you're talking about?

A. That's the one.

Q. So you paid for this work, 55.90?

A. I paid for this, yeah. I guess for them only to look and tell me it's okay to leak.

Q. Turn a couple pages where it starts "check engine," I think that's supposed to be light on, "losing coolant, active codes, engine noise, possible warr," w-a-r-r. What was the unit -- what was the complaint with regard to this particular item? What was the unit doing?

A. Everything you read: Losing coolant, active engine, no lights come on and off.

Q. On the dash?

A. On the dash all the time, check engine, and then everything they describe, air leak too, plenty of things.

Q. Were you told that they installed a new Delta P sensor on your unit?

A. Do I tell them?

Q. Were you told that a Delta P sensor was installed on your truck? Yes or no?

A. I don't know. It might be.

Q. After -- what LA Freightliner facility is this?

A. Fontana.

Q. After they performed the work that you and I are looking at on part of Exhibit 8 for the losing coolant and check engine lights --

A. Uh-huh.

Q. -- did they repair the unit such that they eliminated the engine coolant loss?

A. No, they did not. It's leaking up to this day.

Q. What about the check engine light coming on, did that ever come on again?

A. Again after this repair, yes.

Q. Did it go off for a while after this repair?

A. Yes.

Q. But eventually came back as a problem?

A. Yes, for the next year.

Q. It came back a year later.

A. No, it was constant problem, constantly recurring problem.

Q. How soon after this repair did the engine light come back on, check engine light?

A. Check engine light it was a month. It start coming on and off again.

Q. Turn a couple pages "losing air pressure when stops, have to build up air pressure, check and advise, need EST, V-Pod leaking air."

What was leaking? Your air bags?

A. No, it's air chambers. It's constantly losing air pressure.

Q. Air chambers for the brakes?

A. Yes.

Q. And you knew you were losing pressure because

Q. I have another set of invoices coming up dated 5/25/05.

A. It could be there. That was a long visit. It was like ten days in the shop. So they probably combined those invoices.

Q. So Exhibit 8 says 5/18/05 and a complete date of 5/24/05, and then the next invoices coming up start at 5/25/05, but it's your understanding that it was there that entire time?

A. Pretty much, yeah.

Q. Okay. All right. So of Exhibit 8 all you paid was 55.90?

A. Correct.

Q. Okay.

A. Do you know want to know the reason why it stayed so long? Because in the brake chamber and all that stuff they call me. They said who's going to pay for this. I said what do you mean who's going to pay. This is not warranty. And I told him I just got granted this extended 24 months, 24,000 -- 240,000 miles warranty by Detroit.

Q. By Freightliner?

A. By Freightliner. They said no, no such thing, who told you that. Then the unit is in the middle of the shop. They ask me to authorize the repair. I am damaged.

Q. Right or left side?

A. Driver's side. I am not 100 percent sure, but this is totally unrelated to the vibration so we forgot about which one.

Q. Okay. And you paid the 310.40, correct?

A. It was $404 or something. Oh, okay. This was the installation. So the whole thing is 404 and -- 400.40. That's the part and then there's the installation.

Q. Oh, the next document Sanchez Truck Repair goes with it?

A. Yeah, all together.

Q. I'm stapling to Exhibit 15 Sanchez Truck Repair Invoice 3923 with the same date. After Two Guys Truck Parts gave you the new hub axle, did the unit continue to vibrate?

A. Yes, it continued to vibrate.

Q. The next invoice I have is Amarillo Truck Center, September 25th, 2005, Invoice 202065, and there they start working on oil pressure, engine running rough, vibration at 45 miles an hour, check for air intake leak, and then I also have following that an Amarillo 202137 where they're doing engine light coming on. My question to you is is all this work done at the same time? The first document I just mentioned to you is dated September 25th, '05, and the next Amarillo is dated September 27th of '05, but is it your understanding it was all one time?

A. Yes, it was there for a few days.

Q. Okay. I think you understand me is I'm trying to make sure it wasn't there on the 25th, left, and came back. It was there -- the work was all done at around the same time as far as you understand as far as you know?

A. I am not sure, but I think most likely.

(Exhibit 16 was marked for identification.)

BY MR. MORENO:

Q. I'll mark the Amarillo stuff as Exhibit 16. So at this point in time, September 25th, '05, your unit has 195,504 miles. Does that sound right?

A. Yes.

Q. You've owned it for a year and a couple months, correct?

A. Yes.

Q. And let's take a snapshot in time of the condition of the truck before we allow Amarillo Truck Center to work on it. Are you with me?

A. Sure.

Q. The front end is vibrating, correct?

A. Correct, the whole truck violently shaking, not only the front, the whole thing. The tires start cupping the rear drives, they start kind of --

Q. Start kind of what?

A. Wearing improperly.

Q. Wearing improperly?

A. Unevenly, yeah. The whole thing is vibrating. The driver cannot take it any longer.

Q. The front end -- the front of the truck is vibrating, the entire truck is vibrating, and you have uneven wear, correct?

A. Yes.

Q. What else is wrong with the truck at this time? And don't tell me about the things you don't care about like cigarette lighter and door dings.

A. What's wrong with the truck is emergency light is coming on and off, and sometimes both gauges, oil pressure and turbo start fluctuating. You know, the truck suddenly losing power and stopping on the freeway. So John reported this first. He report this to happen, like, half a dozen of times. The tractor needs to cool off on the side of the freeway. Then I guess computer, which was eventually the reason for the breakdowns, reset somehow. Then you need to stop, take 30 minutes break from the shoulder, then continue. That was what was wrong with the tractor.

Q. And those instances where the engine is shutting down as you put it --

A. Uh-huh.

Q. -- was the unit overheating as reported to you by your driver?

A. No, it was not overheating, just stop responding, you know, suddenly you're losing power especially when you climbing light hills or something.

Q. It was a loss of power and the engine was not allowing the driver to do what he wanted to do with the truck?

A. Not responding, the accelerator was not responding and eventually the light -- engine light came on and the tractor shut down on the freeway.

Q. Did anybody -- and it was doing this occasionally, correct?

A. Over -- for the next year it was. It was doing this like -- it's done this, like, over 400 times, but John Munson reported it, like, seven, eight times, and I experienced myself, like, four or five times.

Q. Okay. But up until Amarillo --

A. Okay.

Q. -- Truck Center it had done it a few times to John, correct?

A. Correct. He was the first one to report it.

Q. Did anyone ever tell you or John that what the engine was doing in those instances was derating as a protection to the engine?

MR. JAFFE: Objection. Characterization as to what the engine is doing.

THE WITNESS: I don't know.

MR. MORENO: I asked him if someone ever told him.

THE WITNESS: Nobody ever told us because we were asking around, you know, and your people in Amarillo Truck Center they couldn't figure out what was wrong and what the engine was doing.

BY MR. MORENO:

Q. Well, the work they start doing on the engine, those aren't my people; those are Detroit Diesel work being performed on the engine, correct?

MR. JAFFE: Objection. Argumentative. Calls for a legal conclusion.

THE WITNESS: Amarillo Truck Center, your people, Freightliner.

BY MR. MORENO:

Q. When Amarillo is working on your engine, it's being done under the engine warranty, true?

A. Yes.

then went back for the same problem, but all together he spent like two or three days in Amarillo.

Q. So it looks like he goes about 85 miles because when he leaves on September 25th of '05 he's at 195504 or thereabouts and the mileage on Exhibit 17 is 195591. So he probably got 40 or some miles out and came back.

A. Correct, so that's the best way.

Q. It says engine light came on and truck died then restarted, see previous, cause oil pressure sensor. B says charges not covered by warranty. The total at the bottom is $17.16. Do you know what was done during this repair other than what's described in the repair -- in the document?

A. I don't know. I don't even recall who paid the $17. Probably John paid it.

Q. But the unit would continue to have a loss of power causing you to pull over after this repair work is done, correct?

A. Correct.

Q. Was it your understanding that all of this loss of power, humidity sensor, oil pressure sensor, was it your understanding that all of this work is being done under the Detroit warranty?

MR. JAFFE: Objection. Calls for a legal

conclusion.

THE WITNESS: I don't know what warranty covers. I --

BY MR. MORENO:

Q. That's fine. Let's go to -- the next document I have is Valley Power Systems October 19th, 2005. My question to you is is there anything else going on there in September of '05 or October of '05 in your chronicles that you want to make me aware of?

MR. JAFFE: We're here now.

THE WITNESS: Wasn't the truck some time in Knoxville, Tennessee?

BY MR. MORENO:

Q. Yeah, I don't have any Knoxville, Tennessee, documents and Doug doesn't. Knoxville is August 8th, '05. So let's talk about that real quick, even though that predates Amarillo. I think it's August 8th, '05.

A. Yes, it is.

Q. You had air bag leaks I believe for the Knoxville, Tennessee, repairs and the -- I think you got new air bags, which were covered under your Freightliner warranty at no cost to you. Does that sound right?

A. I have no idea. John was the driver. He took it there. He identified the problem. It could be.

Q. Okay. Do you recall writing a check or

issuing --
A. No, it was warranty work.
Q. Okay.
A. I didn't make any payment.
Q. And your air bags have never been a problem since, right?
A. Since no.
Q. That's the Knoxville.
A. Okay.
Q. And I'm getting that from my warranty information, copies of which I've sent to Doug.
A. Okay.
Q. And my chart here I have it written on the side because I don't have a document for it.
A. Okay.
(Exhibit 18 was marked for identification.)
BY MR. MORENO:
Q. Let's go to the next exhibit, which is Exhibit 18, Valley Power Systems.
A. So you want to know if anything was done before that?
Q. Yeah. We did Knoxville, but we skipped it because I don't have a document.
A. What date is that?
Q. October 19th, '05.

A. Let me find that -- which is what happened after John brought the truck to here.

Q. Time out. Brought the truck out after what?

A. After Amarillo, last attempt to fix the truck. He said I cannot go with this truck any longer. It's vibrating, shaking. It's going to fall apart, you know. And I took tractor to -- I did my own inspection of tractor. I just lay underneath, and I start looking at each and every single thing I could possibly find. And I found missing bolt brackets holding the exhaust pipe. This is under the cab. You can see this only if you look through the little door you have for the fuel tanks, if you look underneath. I found the bracket missing two huge bolts and then the whole exhaust pipe rattling underneath of the cab.

Q. You found two bolts missing from an exhaust pipe bracket?

A. Correct.

Q. And did you in your mind conclude at that time that that was the reason why the unit was shaking?

A. I don't know what -- either the shaking caused the bolts to fall down or who was -- the egg or the chicken, what was first, but I notice that this -- the whole pipe is rattling, and it's just shaking whenever you're going to drive the truck. Then I notice that

A. Next place tire shop.
MR. JAFFE: What's the date on there?
THE WITNESS: 25th October.
MR. JAFFE: 18 has a prior date. Go with that.
THE WITNESS: Okay.
BY MR. MORENO:
Q. Let's go to Exhibit 18. That's October 19th, 2005, Valley Power Systems. It says -- this is a Detroit dealership; we discussed this before, correct?
A. Correct.
Q. The same one you had been to before, correct?
A. Correct.
Q. Are you at Valley Power here in San Diego or up in LA?
A. Right here, Miramar Road. It is Eastgate, off Miramar.
Q. Eastgate, San Diego?
A. Yes.
Q. You took it there because you're still having a check engine light and a rough ride with a shutdown, correct?
A. Correct.
Q. And it says -- I'm trying to get the mileage. It says intermittent CEL, which you and I know is check

engine light, runs rough, shuts down. Primary cause V, as in Victor, pod not working. Inspected engine found V-Pod not working, replace V-Pod. Did I read that correctly?

A. Correct.

Q. And you paid nothing for this, correct?

A. Correct.

Q. And this was covered under your Detroit warranty, correct?

A. Correct, I assume so.

Q. And after you -- it look like the RO invoice date is 10/24/05. Did it take them five days to do this work, or is that just the day when they wrote up the invoice?

A. The tractor was for a week over there. Then I brought it again, and again I guess two more times after that.

Q. Back to Valley?

A. Yeah, most likely without paper trace.

Q. When we get to that point in time, you tell me when -- tell me and we'll discuss it just like we did San Diego Freightliner.

A. Okay.

Q. After you picked up the unit from Valley Power Systems, did the unit continue to intermittently give you a check engine light, run rough, and shut down?

A. Yes, but I couldn't notice this immediately since I took the unit to change the tires. So eventually the problems continue.

Q. Eventually the problems came back?

A. Came back, yeah.

Q. All three of those: Runs rough, shuts down, check engine light?

A. I don't know exactly, but the check engine light and the unit to reset, the unit fluctuation of the gauges, yes, these things continued for the next nine months.

Q. When you say you have to reset the unit, are you talking about when the check engine light and the gauge would fluctuate, whoever was driving it would pull it over and rest it for a while little, then continue on?

A. Correct.

Q. So the shutting down or loss of power was fixed, correct?

A. Shutting down is basically what I described. You go to little hill, the truck start to stop responding. The gauges start going up and down, like in Bermuda Triangle. Then you pulling over, you're cooling off the unit, and you start over after 30 minutes, and these things might happen five days after that, you know, just they don't happen every two hours.

Q. What I'm trying to is you can have a check engine light and a shutdown problem at the same time or you could just have a check engine light problem. So what I'm asking you is I know you had a continued check engine light. I know you had a continued gauge fluctuation, both of which you could have separate and apart from one another. What I'm asking you is did you ever -- did you continue also to have this shutting down engine, it won't respond, it's shutting down on me problem or was that fixed?

A. I guess it was fixed, but I -- we never really had like the white light came and shut the engine down. You just keep pushing the pedal of the truck that's slowing 30 miles per hour on the freeway, and everybody else is passing at 75 --

Q. I know.

A. -- and screaming at you.

Q. And I know. That's happening because the engine is what they call derating. The computer in the engine is sensing something and it's not allowing the operator to go any faster as a protection for the engine. Now, what I am saying is I know that was happening to you prior, but after Valley Power Systems does their work on October 19, 2005, does that specific complaint exist any more? Yes or no.

A. Yes.

Q. Okay. The unit after this would on occasion not allow you to go to a certain speed because it was shutting down?

A. Exactly.

Q. Okay. The next -- but you don't know -- it came back eventually, but you don't know how soon, correct?

A. On me I was the driver, it came like the next day probably or just -- from here to Atlanta, Georgia, and back it happened, like, five times. So in 4,000 miles in one week, and I brought it again to Detroit Valley, and I told them let's do it again. They tried, like, on three different occasions, and finally they said to me -- I guess they keep changing the V-Pod or whatever they were changing and they couldn't figure out what was the reason for --

Q. Okay. The next invoice I have is Parkhouse Tire, Inc., dated October 25th, 2005.

A. Correct.

MR. MORENO: Let's go off.

(Off the record.)

(Exhibit 19 was marked for identification.)

Q. I understand.

A. The only thing I can tell you after the bolts were put in the place and the tires were replaced, the shaking and vibration issue was gone.

Q. Okay. And has the shaking and vibration issue as you put it been eliminated up until the present?

A. Yes, it was.

Q. And you paid $1,500 for the tires?

A. Correct.

Q. I'm sorry. $1,516.80?

A. Correct.

Q. And is the vibration problem in the 2004 Columbia one of the reasons why you filed the lawsuit?

A. Yes, it is part of the reason.

Q. Okay. All right. Now, the next document I have is back at Amarillo, April 13th, 2006. So why don't you check your chronicle and see if anything occurs between October of '05 and April 13, 2006.

A. Occasionally this is what occurred, the thing I already described going up the hill --

Q. I am going to do the snapshot with you. I don't mean to cut you off, but I know what you're talking about. Let's do the snapshot like we did before the previous Amarillo repair. Okay?

A. Okay.

Q. So you don't mean cool off. You mean letting your truck rest?
A. Reset, yeah.
Q. All right. Now, at this time, April 13th of 2006, is that only problem with the unit that's ongoing?
A. Keep recurring, yes, that's the only problem.
Q. Okay. Here you have 274,194 miles. How long was it here for this particular repair? Do you know? I don't see an out date.
A. In Amarillo?
Q. Yes, sir.
A. It was two days or something like that.
Q. It's Invoice 2058. All right. Item A says engine showing codes, shutting down. We just talked about that, right?
MR. JAFFE: Do you want to give it to him? We didn't mark it.
(Exhibit 20 was marked for identification.)
BY MR. MORENO:
Q. Sorry. I'll mark this as Exhibit 20. Engine showing code, shutting down. We just discussed that, true?
A. True.
Q. They found four band clamps on your turbo leaking. You know what a band clamp is, correct?

A. Correct.

Q. And you know if you have a leak from the turbo, you're going to have a loss of pressure that you need in order to run the turbo or you don't understand that?

A. I understand.

Q. Okay. And you understand that this work was being done under your engine warranty, correct?

MR. JAFFE: Objection. Calls for a legal conclusion.

THE WITNESS: Some of the work was done, but $98.84 I paid for this.

BY MR. MORENO:

Q. Well, the band clamp working on the turbo you know that's the engine?

MR. JAFFE: Objection. Calls for a legal conclusion.

THE WITNESS: I know it's the engine.

BY MR. MORENO:

Q. B says performed VIS check inspection. Do you know what a VIS check is?

A. No. Vehicle inspection?

Q. Maybe I don't know.

In need of brake adjustment all way around rear, rear axels, wheel barren, need adjustment. Did

they do a brake adjustment for you?
A. No, they didn't.
Q. What did you pay for, then, if they didn't do a brake adjustment for you?
A. I guess the clamps or whatever. I paid $98.84.
Q. No, what I'm saying -- your band clamps for your turbo, which was causing some shut down problems, at least according to this document, is covered under your warranty, but Item B, they're doing an inspection for you and they adjust your brakes.
A. Apparently the clamps $85 labor and parts I paid for it.
Q. But you don't know what it's for?
A. It's for the clamps.
Q. The clamps?
A. I assume so. You can look at the exhibit.
Q. Okay.
A. Four clamps of $3.46, one hour labor for $85. Four clamps, evidently that was not under warranty. I paid for the clamps.
Q. Okay. Let's go to -- let me ask you: When you left Amarillo, were you driving the truck?
A. No.
Q. John?

A. Mark McClaine.
Q. When Mark left Amarillo approximately April 15th, 2006, from that point forward were there any more intermittent check engine, power loss, gauges going crazy problems with the unit?
A. Yes, they continued.
Q. Okay. Now, the unit is brought back to Southern California, and I have a Valley Power Systems May 15th, 2006. I take it you're taking it to Valley Power Systems because you're still having the problem you and I are discussing?
A. The same thing start recurring more often.
(Exhibit 21 was marked for identification.)
BY MR. MORENO:
Q. I'll mark this as Exhibit 21.
A. Start happening five times a day at least.
Q. Okay. The unit was there for three days it looks like or one day?
A. More than one day.
Q. It says 5/15 and then 5/18. Complaint has trouble going up/down hills, acts like the engine is misfiring. When this happens, oil/turbo gauges flux. Driver shuts off for 15, 20 minutes and it run again. That's what were talking about?
A. That's it.

Q. Primary cause EGR VLV, were you told what that was?

A. I don't know.

Q. Corrections made: Test drove engine, derated, which I was talking to you about earlier, then regained power. Then they run some checks. All right. They don't duplicate your problem. Did they tell you they could not duplicate your problem?

A. I guess they fix something but --

Q. And the corrections made, they're just checking things. The document doesn't look like they worked on anything.

MR. JAFFE: Objection. Lack of foundation.

BY MR. MORENO:

Q. Do you know if they did any work?

A. Is this all the paperwork we got for these things?

Q. Yes.

A. I guess they changed V bolt or something, didn't they?

Q. They did prior.

A. Prior? It's been over there so many times I just -- I'm losing track, but eventually nothing happened. They said it's fixed.

Q. Okay. But the problems continued?

A. He made it only from here to Yuma. Then the whole thing start over again, and we took it to next repair shop in Phoenix the following day.

Q. From San Diego and Phoenix is the W.W. Williams we're about to get to, correct?

A. Correct. We took it to Freightliner first and they as usual gave us, like, five days, I think, before they start working on tractor. So we -- I decide to take the tractor to Detroit.

Q. You went to what Freightliner before you get to Phoenix?

A. The one in Phoenix, told us -- there are two so.

Q. Time out, back up. May 15, '06, you're at Valley Power?

A. Right.

Q. You leave?

A. Mark McClaine leaves with a load.

Q. And the unit does the same thing to him in Yuma?

A. Correct.

Q. Does he try to get into a Freightliner dealership?

A. Immediately.

Q. Which one did he try to get into?

A. The one in Tolleson.
Q. Tolleson, Arizona?
A. Yeah.
Q. But the wait is too long?
A. The wait is three or four days from check in so.
Q. So he decides to go to W.W. Williams, Phoenix, Arizona?
A. Correct.
(Exhibit 22 was marked for identification.)
BY MR. MORENO:
Q. Okay. Let's mark W.W. Williams as Exhibit 22, and that has a date of May 19th, 2006. Intermittent engine miss and check engine light and the AC blowing warm. Is this a new --
A. New complaint, yeah.
Q. They replaced your V-Pod. This is the second time it was replaced, correct, according to the documents we've reviewed? Is that your understanding?
A. Yes.
Q. Okay. Did the AC work after W.W. Williams did whatever they did to it?
A. They didn't do work on the AC. They asked me for six, $700 compressor and stuff. I told him I'd rather take it to Freightliner where I might use the

warranty.

Q. Because W.W. Williams is a non-Freightliner facility?

A. Yeah, I understand it. That's why I told him not to mess up with the AC just to fix the engine.

Q. Okay. After the V-Pod was replaced -- strike that.

Is W.W. Williams a Detroit authorized facility? Must be.

A. It is the one like Detroit, same thing, Detroit.

Q. After W.W. Williams replaces the V-Pod on May 19th, 2006, does this check engine light, erratic gauge, unit shutting down phenomenon cease?

A. No.

Q. It continues?

A. Continues two hours after that.

Q. It happens two hours as he's continuing east, and now he's somewhere near Albuquerque, correct?

A. Not exactly two hours. He was just climbing up the hill, up to the hill to -- before Flagstaff it happened again. He called me. He said I am not sure I can even make the hill, and he was driving, like, in first gear up to Flagstaff. Then he shut off again. He start on and off, and I told him to take the tractor to batteries is when you're starting the tractor up.

Q. My question was did anybody try to explain to you that the batteries were in some way connected to this phenomenon we're talking about?

A. No.

(Exhibit 24 was marked for identification.)

BY MR. MORENO:

Q. Okay. Let's go to the next document, which is On The Border Freightliner El Paso, which we'll mark as Exhibit 24 as -- it's McClaine, right?

A. Correct.

Q. When McClaine drove away from Albuquerque Freightliner two days later, 'cause it went out, it looks like, on the 24th of May '06, did the problem come back again?

A. Two hours after he left Albuquerque.

Q. Same thing?

A. Same thing.

Q. Check engine light, erratic behavior, loss of power?

A. Right.

Q. Do you know if he was -- strike that.

This intermittent problem of the three items that we're talking about here, did it occur on flat surfaces or just grades?

for good, right?

A. Right, they fixed it.

Q. Check and advise for engine shutting down. It says cause ECM failed. Repair and replace, remove and replace ECM combine time. Did you pay for any of this work done by On The Border Freightliner?

A. No, I did not.

Q. Do you have an understanding that this work was done under the Detroit warranty?

MR. JAFFE: Objection. Calls for a legal conclusion.

You can answer.

THE WITNESS: Yes.

BY MR. MORENO:

Q. It's done under the Detroit warranty?

MR. JAFFE: Do you know? If you don't know, you don't know.

BY MR. MORENO:

Q. It's the same question I've been asking for each one of these repairs. It's work on the engine. It doesn't show up in your Freightliner history, the documents you've reviewed. So it's your understanding it was covered under the Detroit warranty as far as you know, true?

A. True.

two different repairs?

A. No, the same repair, one whole week.

(Exhibit 27 was marked for identification.)

BY MR. MORENO:

Q. Okay. This is another Valley Power Systems which we'll mark as 27. Jakes are not working. That's your jake brake, right?

A. Yes.

Q. Oil leak, that's something different, correct?

A. That's the oil leak, which if you remember, they refused to work on anything because they said Detroit Diesel doesn't meet the requirements for warranty work. Remember that?

Q. Yeah. Does your -- did your engine have a blow by tube?

A. Yes, it does underneath.

Q. Now, was that first leak that you were talking about, was that a leak from the blow by tube?

A. No, it was the leak from the air compressor.

Q. Okay. So are you complaining to them here about that same leak, seeing if they'll somehow get it fixed this time for you?

A. Yes.

Q. Okay. It says jakes are not working. Did they fix the jake brake?

A. Not at this time but somehow they came back. So they couldn't figure out what's wrong with the jakes.

Q. Are we going to a come to a document soon here where they fix the jakes?

A. The jakes, they got fixed by itself, just magically. Nobody fixed the jake brakes that I know of.

Q. Oil leak, did they do any work on this oil leak?

A. Yes, they did.

Q. They fixed it?

A. Yes, they did.

Q. Okay. At no cost to you?

A. $1,541.21.

Q. What are you looking at?

A. I guess your copy is bad or something.

Q. Yeah, because my copy says -- maybe the total got --

A. The total got -- that's what it is. It's --

Q. It says repairs made see attached for story. So there's got to be a second page to this.

A. Yeah, there was handwritten story. I probably -- I'll find it, and I'll give it to you.

Q. Do you know -- do you mind if I ask you some questions while you're looking for it?

A. Yes, yes.

Q. It also says compress after coasting downhill misfires, black smoke. Is that dealing with the oil leak?

A. No, this is -- one of these things which occur and I stop and I ask a guy in one of your Freightliner dealerships and I told him is that normal when I'm coasting down the hill. I'm just not accelerating for a while, and then I stop, and then there's a huge black smoke coming off my stacks. And he said that's normal operation, and I came over here to Detroit complaining about the same thing. He said who told you that's normal. That's something wrong with the unit, and then they start checking on it.

Q. Did they diagnose your unit here?

A. Yes.

Q. And what did they find?

A. Regarding the black smoke thing?

Q. Yes, sir.

A. I guess they couldn't figure out what's wrong.

Q. And you were saying that you experienced a lot of smoke coming from your stacks when you're coasting downhill and then you apply gas?

A. Correct.

Q. I mean, apply pressure to the accelerator?

A. Correct. Here is your story, handwritten story.

Q. So they couldn't find a problem here with that occurring?

A. No, they just gave me little paper sheet. They said just mark on there these things keep occurring and all this stuff, and then I also did oil analysis, you know.

Q. Who took that for you?

A. Two occasions. I have it Shell and somebody else. I did it two times, and we found contamination because I kept losing the coolant. The coolant was going somewhere and nobody can find and figure out where it's going to. So there is no cold leaks, nothing dripping under the tractor. The coolant disappears.

Q. Let me ask you a question real quick if you don't mind. You said you keep loosing coolant. You didn't notice any leaking, but you kept having to add coolant?

A. Right.

Q. So the truck was eating coolant?

A. Correct.

Q. Okay, go ahead.

A. Then we did oil analysis to figure out if anything goes to the oil.

Q. When was the first sample taken?

A. I'll find it and tell you.
Q. Have we already gone over it?
A. No. It's coming up.
Q. I don't want to see it then if it's something we're going to discuss coming up.
A. Yeah.
Q. Is this the second page of Valley Power?
A. This is the story attached to it.
Q. Let's put this all together.
A. And this is probably one of my samples.
Q. Okay. They took a sample because of this problem -- because of what you were explaining to him about the smoke coming from the stack when you were coming downhill?
A. I did the sample on my own to see how was the oil and see if there's any contamination since we cannot figure out where is the coolant going to.
Q. How did you do your own sample?
A. Stop at the truck stop or whenever you do oil change, and then you get one of these little things. You send them to Shell or whatever the laboratory they do the sample. They'll send you the results later.
Q. Okay. And is that what this is or the results here, are these results that were faxed to you or faxed to Valley?

A. I have two results faxed to me. I did it twice because just to confirm.

Q. What I'm asking you is I have attached to Exhibit 27 some results. Who took the first sample?

A. Let's figure these things out.

MR. MORENO: Have you seen any of these documents?

MR. JAFFE: No.

BY MR. MORENO:

Q. How many samples total were taken?

A. Two and mostly they did another one back in January, right now, the Valley people.

Q. We're -- just so you know, we're in October of 2006.

A. Okay.

Q. And this -- this report says, the second page of the report, third page of the exhibit, says "analysis indicates an abnormal contamination is present. Coolant additives are present." So did you give this information to Valley Power Systems or was this information faxed to Valley Power?

A. I give it to them. Look at the first page, the fax thing. I guess this came to my house from some place.

Q. It's from Analysis Results Fax to

(858)271-5354.
A. That's me.
Q. Okay. So you took the first sample; you sent it off; they fax you the results?
A. I didn't do it. I do this in the truck stop. The technician do the sample.
Q. That's what I meant. What I meant is you're having someone do it for you rather than Valley do it?
A. Yeah.
Q. Did you take these results to Valley?
A. Yes, I did.
Q. And you said hey --
A. That's why they're stapled together. I said, hey, take a look, see what's going on.
Q. Okay.
A. And I did another one to confirm if the first one was correct.
Q. But we're not there yet, right?
A. Yes.
Q. Okay. Well, after they did this work, I am reading their descriptions, what did they tell you was wrong with the truck, if anything?
A. They told me that they couldn't figure out at this point why the black smoke is coming out of the stacks, and they told me that my warranty already

expired and the compressor or whatever the leak was that's why I supposed to pay this $1,500.

Q. So did they do some work for you at the cost of $1500?

A. Yes, they did, $1,541.21.

Q. Where are you looking at?

A. I look at my chronicle, and it looks like the copy machine ate up --

Q. Okay. Let's do this. I'm going to write in on Exhibit 27 at the bottom where the total is written off and take for now your recollection of what you paid from your chronicles, and if Mr. Jaffe doesn't have a problem with that.

MR. JAFFE: That's fine.

BY MR. MORENO:

Q. What's the number you paid?

MR. JAFFE: 1,541.21 is what it says on the chronicles.

BY MR. MORENO:

Q. What do you call your company? EDG?

A. Yeah, that's like my names.

Q. So was the $1,500 that you paid to Valley Power Systems all diagnostics?

A. No, it was, like, compressor change and whatever is described over there.

Q. But not under the Detroit warranty so they -- they charged you for it?

MR. JAFFE: Objection. Calls for a legal conclusion.

You can answer if you can.

THE WITNESS: I don't know. You look at the paper. It's described what kind of work they did there.

BY MR. MORENO:

Q. But did they tell you why it was not covered under somebody's warranty is what I'm asking?

A. I point out the leak. I told him this is the leak which Freightliner refused to work on the previous year, and he told me the compressor is covered up to certain point, which I already passed like two years, 340,000, and since my tractor was over the limit, then no more warranty for that.

Q. Oh, an oil compressor? What kind of compressor?

A. It was air compressor.

Q. So they told you that they could do the work, but it wasn't going to be covered under the Freightliner because it had expired?

A. The Detroit warranty, isn't the air compressor part of the --

Q. Well, if -- I don't know, but if Valley Power

Systems is doing work and agreeing to do the work, that means it's an engine-related part.

A. Yeah, it is. And they told me your warranty expired already.

Q. For the Detroit engine?

A. Yeah, whether it's true or not.

Q. What's your understanding of how long your warranty is on your Detroit engine?

MR. JAFFE: Objection. Calls for legal conclusion.

You can answer.

THE WITNESS: I've got some paperwork which describing what is covered up to what point, some things covered up to 240, and some things are to 500,000.

BY MR. MORENO:

Q. So it's your understanding that what -- the engine work that they were doing fell under a particular portion of the engine warranty, but it had expired. Was that your understanding?

A. That's what they explained to me, yes.

Q. Okay. What else happens after October 12th, 2006?

A. After that the truck was stuck in the military base in Utah, couldn't start. Got stuck there I guess.

Q. Okay. Can you hand me that document? What's you do next? Take the truck somewhere?

A. I called immediately the technicians at Valley Detroit and told them and what the results says, and they told me you need to bring this engine immediately over here before you blow out on the road.

Q. Okay. Just for the record the Exhibit 31 sample date is January 5th, 2007. So when you called Valley and they said get it over here immediately, did you do that?

A. Yes, I did.

Q. Okay. And is that this next set of document here?

A. That's what it is.

Q. Okay. This Columbia, this says Columbia seven something, what is that for?

A. '07 is the year. That's the repairs for this year.

(Exhibit 32 was marked for identification.)

BY MR. MORENO:

Q. Okay. Let me hand that to you because I don't need that. I'll mark as 32 a Valley Power Systems, Inc., invoice dated January 11th, '07, and it looks like an invoice close out date of January 29th, '07, Repair Order No. C15524. Complaint: Coolant in the oil. What did they tell you they did?

A. They did a lot of things and they, I guess, still couldn't figure out why it's mixing fluids so.

Q. They couldn't figure out why you were getting coolant into your engine?

A. They continued to test, and they asked me to bring the truck there again halfway through the next oil change so they can take another oil sample, which I did two days ago.

Q. All right. So they did work on it?

A. For two weeks.

Q. They obviously drained the engine oil?

A. They pressurize it. They describe everything they did over there.

Q. So after they did this work, did they still find evidence of coolant in the oil or do they not know yet because the second -- the third test hasn't come back?

MR. JAFFE: Objection. Lack of foundation.

You can answer.

THE WITNESS: The last test we did was Tuesday. So I haven't gotten the results yet.

BY MR. MORENO:

Q. So --

A. But they did independent tests and they -- they notice coolant in the oil. They pressurized the --

removed the pan, they did some warranty work for which I was charged close to $600.

Q. They did work on the engine that you were charged 592.35, correct?

A. Correct.

Q. And did they tell you -- did someone tell you in connection with Exhibit 32 that this work is not covered under the Detroit warranty?

MR. JAFFE: Objection. Hearsay.

You can answer.

THE WITNESS: They told me $300 is the deductible and the rest of it is like oil, some consumables.

BY MR. MORENO:

Q. Okay. But they were -- when they were explaining to you what's going to be covered, what's not going to be covered, were they explaining it -- from your understanding were they explaining it from the Detroit diesel warranty that you have?

A. Yes, they did, $300 deductible.

Q. Now, after they were done with their work as described in Exhibit 32, did they say do another oil sample in a few weeks and bring it back to us with the results, or what did they tell you after they did their work as far as what should be done with the truck?

MR. JAFFE: Objection. Hearsay.
THE WITNESS: They told me after they did this, bring the truck after 5,000 miles, halfway through the next oil change, and they'll take another oil sample, which they did Tuesday. So we already sample this for the fourth time I guess.
BY MR. MORENO:
Q. This is the third that was just taken?
A. I took two myself. I guess they took one when they start the work first thing. They took one two days ago. So it would be four.
Q. So you're waiting for results for two?
A. Right.
Q. So you drove the truck for 5,000 miles, got it back to them, and they took a sample and then --
A. McAllister dropped it.
Q. I'm sorry.
A. Joe McAllister, he took it.
Q. And then another sample was sent off for two days ago by you?
A. By them, they took the sample. I didn't touch anything. I was -- I just drove through, the tractor through, and they took the sample. They're in control right now.
Q. When you get those sample results, will you

A. Correct.
Q. And there's another bolt above that that's not shown in the photograph?
A. Yes, I guess that's the one which came loose after that. That's why it was shaking. I guess you had these bolts picture taken by the -- our appraiser.
Q. By what?
A. The appraiser.
Q. What appraiser? Oh, your expert?
A. Yeah.
Q. No, these photos are some somewhere else.
A. Okay.
Q. At the present time, Mr. Genchev, you have a complaint about contaminants getting into your engine oil, correct?
A. Correct.
Q. And what other existing problems?
A. That's the only problem I have right now.
Q. The only -- the only -- out of all the things I've covered in the repair history of your unit, the only one that at this time is not fixed or a determination has been made as to the cause relates to the engine oil -- the contamination of the engine oil?
A. Correct. I don't know about going down the hill and big smoke coming out of the stack.

Q. And then what's this 592.35 at the end of '06?
A. That's last week oil and engine deductible.
Q. Okay. You only paid 300 of that, though, right? I thought you paid 300, and the rest was covered by something else or did you pay --
A. I paid $592.
Q. And then so the grand total at the bottom circled is 11,914.27?
A. Correct.
Q. And that's everything that you've paid out of pocket for all repairs, motels, towing, for the 2004 Columbia, correct?
A. Correct.
Q. From the date you bought it up until today, correct?
A. This is only the charges which I believe Freightliner should have covered or I shouldn't pay for it. I didn't bring you any oil changes, any routine maintenance, anything else.
Q. Well, of course, and there's good reason why. You know what I told you to do with those things, right?
A. Correct.
Q. Okay. All right. Okay. Anything else -- any other documents you have here in front of you that relate to the '04 Columbia?

A. Last year? I haven't done this paperwork yet.

Q. What about 2005?

A. If we ask my wife, she'll know better but on the top of my head like $400,000, 300,000, something like that.

Q. Gross roughly between three and 400,000?

A. Correct.

Q. And then your net for 2005 estimate?

A. Net it's most likely negative after all the wonderful experience with Freightliner. I don't know. Schedule C you mean or just?

Q. Are you saying you made no money whatsoever in 2005? No net cash?

A. Most likely not after diesel, after repair, after this tractors, they cost a lot of money.

Q. The repairs cost you $11,914.27 according to Exhibit 37.

A. Correct. This is the bad repair days, like good repair. There is diesel, the diesel cost me maybe $150,000.

Q. What are you talking about the diesel cost you $150,000?

A. The diesel is very expensive lately.

Q. You're talking about to pay for the diesel to put in the engine?

know that.

Q. Once you went here, you got your high school diploma?

A. Yes.

Q. And what year did you get your high school diploma?

A. It was immediately after I came. It was like '90 or '91.

Q. Were you trying to learn English?

A. Yeah.

Q. And any other education or training?

A. Economics, swimming, and just high school.

Q. Okay. Have we covered all of the lost booked loads as a result of repairs being performed on the 2004 Columbia? And I can read them off to you if you want me to make sure I have it.

A. Yeah, we covered most of them.

Q. I have $1500 end of May 2005, $500 mid May '06, $1,500 last week that's for the oil contamination, $1,500 LA Freightliner Ontario cracked cab and the $300 penalty.

A. Correct.

Q. Are there any other lost loads or penalties that you've incurred as a result of repairs to the '04 Columbia in your mind?

A. It's difficult for me to speculate. I don't know if we lost any more, but for sure the tractor was more than 60 days out of service. So during that time I'm just pointing out the loads which I already booked and missed. And if there are a lot of opportunities I missed because of the tractor being serviced that extended period of time.

Q. What is the current mileage of -- on the unit?

A. If you look at the last exhibit.

Q. It's being copied.

A. It's like 390, something most likely.

Q. 390?

A. 395, somewhere there.

Q. I don't think Valley puts -- Valley doesn't put the mileage. Okay. But it's approximately 390,000?

A. Yes.

Q. Let me see what documents you have for the '04 tractor that you have not given to Mr. Jaffe.

A. '04?

Q. I'm sorry. '05. First of all, the -- you've given us and we've gone through everything relating to the '04 except oil change, transmission change, so on and so forth, right?

A. Yeah, tire changes, routine maintenance, which I don't think you guys is responsible for. So that's

Albuquerque Freightliner, LP
12901 US HWY 66., W FRONTAGE ROAD
ALBUQUERQUE, NM 87121
(505) 833-1000 Fax-(505) 833-1064

Texas: Abilene, Bryan, El Paso, San Angelo, Temple, Waco, Wichita Falls
New Mexico: Albuquerque, Farmington

SERVICE INVOICE

Bill-To Customer 000102
DETROIT DIESEL (WARRANTY)

Owner 000126
NEW TRUCK DEPT-HVY DUTY
12901 WEST FRONTAGE ROAD
HWY 66
ALBUQUERQUE, NM 87121

SERVICE INVOICE
SS20025614:002

P.O. Number / Auth#

V I N **1FUJA6CK34DM92600**
Customer Fleet ID
Year 2004
Make FL
Model CL120

Pinnacle / Fleetpack#
Vehicle Unit ID # 15409

Invoice Date
01/27/2004

Date In	Mileage	Billing	Terms	Writer	Reviewer	Date In Service	Phone#
12/27/2003	856	SWD	30	203299	203299		

Job#2 MISC — *MISC REPAIRS - NO SRT Available*

Claim Number

Condition UPON PDI, CHECK ENGINE LIGHT ON - CHECKED FOR CODES, FOUND ACTIVE CODE FOR RELITIVE HUMIDITY SENSOR. FOUND SENSOR BROKEN. REPLACED SENSOR. VERIFIED REPAIRS.

Cause

Correction

Qty	Item	Description	Price	Extended
		LABOR TO PERFORM REPAIRS		50.40
1	20D/23530572	SENSOR (P)	90.85	90.85

Total Labor **50.40** Total Parts/Other **90.85** Operation Total **141.25**

Parts	90.85
Labor:	50.40
Sublet:	0.00
Misc.	0.00
SubTotal:	141.25
Misc Supplies*	0.00
Taxes:	0.00
Total:	**141.25**

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MECHANIC'S LIEN NOTICE: Failure to pay invoice places any vehicle(s) worked on subject to repossession under Section 9.609, Business and Commerce Code

Customer Signature ____________________ Print ____________________

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New Mexico: Albuquerque, Farmington

Page 1 of 1

SERVICE INVOICE

Bill-To Customer *000197*
SVC - SUPPLIES
, NM

Owner 000126
NEW TRUCK DEPT-HVY DUTY
12901 WEST FRONTAGE ROAD
HWY 66
ALBUQUERQUE, NM 87121

SERVICE INVOICE
SS20025614:003

P.O. Number / Auth#

V.I.N **1FUJA6CK34DM92600**
Customer Fleet ID
Year 2004
Make FL
Model CL120

Invoice Date
01/27/2004

Pinnacle / Fleetpack#
Vehicle Unit ID # 15409

12/27/2003

Writer	Reviewer	Date In Service	Phone#
203299	203299	12/31/99	

MISC REPAIRS - NO SRT Available

Job#10 misc
Claim Number
Condition MISC REPAIRS
Cause
Correction

Qty	Item	Description	Price	Extended
1	C208/13353	BUSHING, PIPE, HEX, 1/2"	1.33	1.33

Total Labor 0.00 Total Parts/Other 1.33 Operation Total 1.33

Parts	1.33
Labor:	0.00
Sublet:	0.00
Misc.	0.00
SubTotal:	1.33
Misc Supplies*	0.00
Taxes:	0.00
Total:	**1.33**

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New Mexico: Albuquerque Farmington

SERVICE INVOICE

Bill-To Customer 000104
FREIGHTLINER (WARRANTY)

Owner 000126
NEW TRUCK DEPT-HVY DUTY
12901 WEST FRONTAGE ROAD
HWY 66
ALBUQUERQUE, NM 87121

SERVICE INVOICE
SS20025614:004

P.O. Number / Auth#

V I N **1FUJA6CK34DM92600**
Customer Fleet ID
Year 2004
Make FL
Model CL120

Pinnacle / Fleetpack#
Vehicle Unit ID # 15409

Invoice Date
01/28/2004

Date In	Mileage	Billing	Terms	Writer	Reviewer	Date In Service	Phone#
12/27/2003	856	BWF	30	203299	203299		

Job#4 669-000436003 — *CAB, GENERAL \ PAINT \ TRANSPORTER DAMAGE*

Claim Number YKFD0004AM74T

Condition PAINT HAS SCRATCHES, TRANSPORTER DAMAGE. FILED TRANSPORTER CONCEALED DAMAGE FORMS 12/30/03 & FAXED ALL INFORMATION & PICTURES TO THE TRAFFIC CLAIMS ADMINISTRATOR 1/5/04. SCRATCHES ON LOWER MIDDLE FAIRING, LEFT DOOR, LEFT COWL PANEL, RIGHT FRONT FAIRING, UPPER RH CAB EXTENDER, RR LOWER FAIRING, RH DOOR NEAR WINDOW. 980-0000T IS FOR BUFFING OUT SCRATCHES. NO SR TAVAILABLE..

Cause

Correction

Qty	Item	Description	Price	Extended
		LABOR TO PERFORM REPAIRS		615.00

Total Labor **615.00** Total Parts/Other **0.00** Operation Total **615.00**

Job#6 782-000032080 — *FAIRING,CHASSIS SIDE \ BRACKET \ BENT*

Claim Number YKFD0004AM75T

Condition FARRING OUT OF ALIGNMENT, LOWER SUPORT RAIL IS BENT. REMOVED ALL RIGHT HAND LOWER FAIRINGS, STRAIGHTENED LOWER RAILS & REINSTALLED FAIRINGS.

Cause

Correction

Qty	Item	Description	Price	Extended
		LABOR TO PERFORM REPAIRS		60.00

Total Labor **60.00** Total Parts/Other **0.00** Operation Total **60.00**

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New Mexico: Albuquerque, Farmington

SERVICE INVOICE

Bill-To Customer *000104*
FREIGHTLINER (WARRANTY)

Owner 000126
NEW TRUCK DEPT-HVY DUTY
12901 WEST FRONTAGE ROAD
HWY 66
ALBUQUERQUE, NM 87121

V.I.N **1FUJA6CK34DM92600**
Customer Fleet ID
Year 2004
Make FL
Model CL120

Pinnacle / Fleetpack#
Vehicle Unit ID # 15409

SERVICE INVOICE
SS20025614:004

P.O. Number / Auth#

Invoice Date
01/28/2004

Date In	Mileage	Billing	Terms	Writer	Reviewer	Date In Service	Phone#
12/27/2003	856	BWF	30	203299	203299		

Job#9 644-001551546 *<NEW JOB>*
Claim Number YKFD0004AM77T

Condition UPON PDI FOUND HOOD STRIP MISSING. REPLACED MISSING MOULDING ON HOOD.

Cause

Correction

Qty	Item	Description	Price	Extended
		LABOR TO PERFORM REPAIRS		37.50
1	20F/17-14893-001	STRIP RUB FENDER H	3.13	3.13

Total Labor **37.50** Total Parts/Other **3.13** Operation Total **40.63**

Parts	3.13
Labor:	712.50
Sublet:	0.00
Misc.	0.00
SubTotal:	715.63
Misc Supplies*	0.00
Taxes:	0.00
Total:	**715.63**

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Customer Signature ______________________ Print ______________________

[illegible]

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New Mexico: Albuquerque, Farmington

SERVICE INVOICE

Bill-To Customer 000104
FREIGHTLINER (WARRANTY)

Owner 000126
NEW TRUCK DEPT-HVY DUTY
12901 WEST FRONTAGE ROAD
HWY 66
ALBUQUERQUE, NM 87121

SERVICE INVOICE
SS20025614:005

P.O. Number / Auth#

V.I.N **1FUJA6CK34DM92600**
Customer Fleet ID
Year 2004
Make FL
Model CL120

Pinnacle / Fleetpack#
Vehicle Unit ID # 15409

Invoice Date
01/30/2004

Date In	Mileage	Billing	Terms	Writer	Reviewer	Date In Service	Phone#
12/27/2003	856	BWF	30	203299	203299		

Job#7 782-000436677 — *FAIRING,CHASSIS SIDE \ PAINT \ PEELED*
Claim Number YKFD0004AM76T

Condition right front fairing found paint peeling upon pdi. remove, prep, paint & reinstall fairing.

Cause

Correction

Qty	Item	Description	Price	Extended
		LABOR TO PERFORM REPAIRS		157.50
1	SWPAIN	INV#60661/RO#25614	111.92	111.92

Total Labor **157.50** Total Parts/Other **111.92** Operation Total **269.42**

Parts	0.00
Labor:	157.50
Sublet:	111.92
Misc.	0.00
SubTotal:	269.42
Misc Supplies*	0.00
Taxes	0.00
Total:	**269.42**

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Customer Signature ____________________ Print ____________________

Eugene Genchev – Owner of Freightliner Columbia 04
Chronicles

08/02/04 Purchased a New Freightliner Truck at Albuquerque, NM

Immediately after delivery discovered broken sun wiser mirror, missing CB radio wire and not working electrical socket. Arranged with the dealer to have those cosmetics fixed.

09/20/04 Took care of those with the exception of the electrical socket. Was told that time consuming rewiring is needed.

December 2004 Noticed cab leaning on one side. Told by Freightliner that maybe minor adjustment is needed. No expert on duty, will address it next time.

January 2005 The leaning worsen. Stopped by Freightliner for oil and fuel leak. Still can not find the reason for leaning cab.

01/30-31/04 Fixed the continuing oil and fuel leak at San Diego Valley Detroit.

February 2005 The leaning got much worse and progressive damage began. Albuquerque Freightliner discovered severe structural damage. Was told that at least two weeks needed. Paid around $ 100 to put the fairing back and have the repair done closer to home.

February – March 2005 20 days repair in Ontario, CA. Lost business and canceled booked load due to them not meeting the promised day.

04/13/2005 Wrote letter to Freightliner asking for help.

Two weeks later received a phone call from Jody Morris (Freightliner Rep) offering additional warranty as a compensation.

05/18 – 28 /05 Lost needlessly10 days for various repairs after Fontana Freightliner stopped the work in the middle citing no record of the extended warranty. Spent at least 2 days going trough all the bureaucratic channels trying to convince them. Was charged $ 55.80 + $ 140.46.Some of those for fixing the electrical socket (fuse). Was told back in Albuquerque that rewiring is necessary .Lost business and canceled another booked load after they didn't meet the promised day.

06/08/05 Received letter from Freightliner acknowledging the warranty

06/28/05 -07/02/05 5 days repair in West Virginia Truck & Trailer, Inc. After refusal to honor the warranty was forced to pay $ 2527.21 . The driver's motel room was $ 185.26 and the delivery was late.

EXHIBIT
Genchev #6
Date: 2-8-07

Between 8/12/05 and 9/25/05 attempted to fix unsuccessfully shaking and vibration spending $ 260 + $ 400.46 .

At the end of October after doing my own inspection discovered missing exhaust pipe bracket bolts under the cab .Took the truck to San Diego Freightliner for repair. Was told that they don't have body shop to work on the handling problem and not going to work on the rest until the unevenly wear rear set of tires was replaced , which was Michelin issue according to them. Took the truck to Michelin, where severe mechanical problem was cited for the worn tires .Replaced the bad tires for $ 1516.80 and took the truck to Valley Detroit for the engine work. Missing bolts were replaced by either Freightliner or Detroit whit no record. Shaking and vibration eliminated after that.

Several engine problems after that. Lost additional 8 -10 days on 3 occasions at Valley Detroit .

Overall spent	$ 55.90	5/25/05 Fontana, CA
	$ 140.46	5/28/05 Fontana, CA
	$ 2527.21	7/02/05 Cross Lanes, WV
	$ 185.26	7/02/05 Cross Lanes, WV
	$ 260	8/12/05 Centerville, IN
	$ 400.40	8/23/05 San Diego, CA
	$ 1516.80	10/25/05 San Diego,

	$ 5086.03	

That's the actual amount without calculating the missed opportunity during the 50+ days out, consequences of the late deliveries and canceled loads, layovers and accommodations for unhappy drivers ecc.

Chronicles Part 2

The mysterious engine problem continued. The Truck experienced difficulties up the hills and needed to shut down for a while before resuming operation.

04/12/2006 The Truck taken to Amarillo Freightliner to correct the problem.
Spent two days causing late delivery and charged $ 109.18 on the top of the warranty job with no result.

During the following few weeks the condition worsen .Between 5/10 – 5/13 The truck needed three days to complete 973 mile run. Another late delivery with major broker and missed assignment in Las Vegas for + $ 500.

From Las Vegas The truck brought back to San Diego for repairs.
After four days in Valley Detroit back on the road again. But only for a few hours.

05/19/2006 The truck taken to Freightliner Phoenix where they said would be 3 – 4 days before they'd look at it. From there taken to Williams Detroit in Phoenix .After the repair done there the situation is the same.

Barely made it to Albuquerque where The truck was taken to the original Dealer hopping they would finally take the problem seriously .Unfortunately I was given some ridicules estimates of $ 650+ for battery replacement like this was the reason for the engine malfunction. After three days and charged of $ 164.78 on the top of the warranty job The truck left the shop in the same condition. Consequently another late load, motel bills and frustrated driver.

05/25/06 After I brought the never ending problem to the attention of Mr. Jafee The truck was taken to El Paso Freightliner where finally the problem was thoroughly addressed by qualified personal. Another 3 days gone and $ 150 motel not to mention the driver.

06/04/2006 Amarillo, TX The truck experienced air leak because of incorrectly installed air lanes. Although repaired at no charge the delay still caused late delivery with $ 500 possible penalty .

Part 3

The late delivery ended up costing me only $ 300, but eliminated any chance for future work with that broker.

October 6 – 12 2006 San Diego, CA Engine repairs and oil leaks $ 1,541.21.

December 2006 Road assistance because of faulty starter was needed in Utah's Military Base $ 82.50

A few days later the problem was addressed in San Diego $ 1,130.82.

During the same time oil analyze revealed abnormal contamination indicating unknown engine problem.

December 13 – 15 2006 Clutch failure in Albany, NY
$ 599.35 tow $ 2,083.37 repair $ 273.36 motel + 5 days late delivery.
Cause for the failure according to Freightliner Service Personal - insufficient lubrication .
Last PM oil change – lubrication service performed at Travel Center of America – Freightliner affiliate.

January 11 – 29 2007 Contamination's problem addressed at Valley Detroit San Diego
$ 592.35 18 days out of service . Missed out on $ 5000+ load .

:laim History

EXHIBIT
Genchev # 9
Date: 2-8-07
JENNIFER L. FITZGERAL
CSR #12166

Claim History for 06R0752287

Close

...umber	Dst / Dlr	Type	RO Date	Primary Failed Part	Miles / Hrs	Owner	Disp	Reqstd Amt	Total Claim Dols	Cycle	Micr
VA11148302	03185-00300 ALBUQUERQUE FREIGHTLINER	01	22-May-2006	23531110 GASKET	289,792 M	EUGENE GENCHEV	P			200622	Micr
10029612996	03580-00000 W.W. WILLIAMS SOUTHWEST, INC.	01	19-May-2006	23530299 VPOD 12V	298,287 M	GENCHEV TRUCKING	P			200622	Micr
1008223355	01510-00002 VALLEY POWER SYSTEMS-SAN DIEGO	01	15-May-2006	23533705 VLV & ACTUAT	288,840 M	EUGENE EDG TRUCKING	P	1,112.36	1,001.26	200622	Micr
VA11197273	03185-00341 DBA ON THE BORDER FREIGHTLINER OF ELPASO	01	05-May-2006	23519308 ECM DDECIV	299,200 M	EUGEN GENCHEV	P			200628	Micr
VA11101994	03185-00220 AMARILLO TRUCK CENTER, INC	01	13-Apr-2006	23533705 VLV & ACTUAT	274,194 M	EUGENE GENCHEV	P			200617	Micr
1008213611	01510-00002 VALLEY POWER SYSTEMS-SAN DIEGO	01	19-Oct-2005	23530299 VPOD 12V	205,159 M	EDG TRUCKING	P	267.40	267.40	200544	Micr
VA10835618	03185-00220 AMARILLO TRUCK CENTER, INC	01	27-Sep-2005	23527828 O/P SENSR	195,591 M	EUGENE GENCHEV	P			200540	Micr
VA10836473	03185-00220 AMARILLO TRUCK CENTER, INC	01	25-Sep-2005	23530572 SENSOR	195,504 M	EUGENE GENCHEV	P			200540	Micr
VA10793676	01135-00212 FREIGHTLINER OF KNOXVILLE, INC.	01	05-Aug-2005	23565004 HOSE	174,616 M	EUGENE GENCHEV	P			200534	Micr
VA10718374	01510-00154 LOS ANGELES TRUCK CENTERS, LLC	01	18-May-2005	23530299 VPOD 12V	143,562 M	EDG TRUCKING	P	243.37	243.37	200522	Micr
VA10718822	01510-00154 LOS ANGELES TRUCK CENTERS, LLC	01	18-May-2005	23530572 SENSOR	143,562 M	EDG TRUCKING	P	137.91	134.74	200522	Micr
)B10739423	01510-00154 LOS ANGELES TRUCK CENTERS, LLC	01	18-May-2005	23533180 COOLER ASM	143,562 M	EDG TRUCKING	P	(999.73)	(999.73)	200525	Micr
VA10718809	01510-00154 LOS ANGELES TRUCK CENTERS, LLC	01	18-May-2005	23533180 COOLER ASM	143,562 M	EDG TRUCKING	P	999.73	999.73	200525	Micr
1008203946	01510-00002 VALLEY POWER SYSTEMS-SAN DIEGO	01	31-Jan-2005	23533272 23533985	89,635 M	EUGENE	P	821.00	821.00	200506	Micr
1008203714	01510-00002 VALLEY POWER SYSTEMS-SAN DIEGO	01	20-Jan-2005	23530159 FUELUNION	83,620 M	EDG TRUCKING	P	284.10	220.40	200506	Micr
'Y10500650	03185-00004 STEWART & STEVENSON PWR (ALBUQUERQUE)	17	20-Sep-2004		0	EUGENE GENCHEU	P			200439	Micr
VA10313831	03185-00300 ALBUQUERQUE FREIGHTLINER	01	27-Jan-2004	23530572 SENSOR (P)	856 M	NEW TRUCK	P			200411	Micr

Valley Power Systems, Inc

REMIT TO: File#56634, Los Angeles, CA 90074-6634

425 South Hacienda Blvd, City of Industry, CA 91745 (626) 333-1243
11300 Inland Ave., Mira Loma, CA 91752 (909) 681-9283
17192 Daimler St., Irvine, CA 92614 (949) 221-8642
5725 Eastgate Drive, San Diego, CA 92121 (858) 587-8524
4000 Rosedale Highway, Bakersfield, CA 93308 (661) 325-9001
2935 S. Orange Ave, Fresno, CA 93725 (559) 486-6900

TERMS: NET 10th PROX. 1 1/2% INTEREST PER MONTH WILL BE CHARGED TO ALL PAST DUE ACCOUNTS.

WORK SHEET

C09062 272015

R.O. Open Date 1/20/05
R.O. Inv Date 1/21/05

N

REPAIR ORDER

№ C09062

Customer's Phone No: 858)271-1868

Purchase r No.

SOLD TO
EDG TRUCKING
11480 CYRESS TERRACE PL.
SAN DIEGO, CA 92131

Field Order No.

Parts Requisition Number

Complaint
OIL LEAKS, COOLANT LEAKS, AND FUEL LEAK.
CUST LEAVING-CHICAGO 5PM FRIDAY

Primary Cause
FUEL UNION LEAKING

Corrections Made
INSPECTED UNIT, FOUND A FUEL LEAK AT UNION ON FUEL LINE FROM FUEL PUMP TO HEAD (ABOVE STARTER). RMVD FUEL FROM PUMP TO UNION ABOVE STARTER, RMVD UNION FROM FUEL LINE TO BACK OF HEAD. SEAL IN UNION WAS SPLIT CAUSING FUEL LEAK. RMVD AIR INTAKE TO INSTLL NEW FITTING, AND TIGHTEN PROPERLY TO INSURE LEAK DOESN'T ACCUR. RE-INSTLD AIR INTAKE MANIFOLD. OIL LEAK FOUND AT FUEL SENSOR BELOW F/PUMP.

Comments
RMVD SENSOR & APPLIED PIPE SEALANT.
INSTLD FUEL SENSOR AND TIGHTENED.
(COOLANT LEAK IS INTERNAL. CUSTOMER HAS BEEN ADVISED OF THE REPAIRS, HE WILL BRING BACK TO PERFORM THE RIGHT SIDE KIT.

Unit Serial No: 06R0752287
Transmission Serial No:
Engine Serial No: 06R0752287
Model No.: / 6067HK6E
Equip./Lic.#: 14 / CA UP33142
Miles or Hours 83620 M
Make and Model FREIGHTLINER / COLUM
V.I.N. #: 1FUJA6CK34DM92600
Replacement S/N:

/ 14 / CA UP33142

73

Sublet Repair / Machine Operations		Purchase Order	Extension

Customer Shop Labor
.0 ST Hrs.
.0 OT Hrs.
.0 DT Hrs.

Customer Field Labor
.0 ST Hrs.
.0 OT Hrs.
.0 DT Hrs.

Ins.Surcharge $.00

LABOR	.00
MACHINE OPERATIONS	.00
	.00
PARTS	.00
P3 Deductable	.00
Per Quotation	.00
TAX	.00
TOTAL	$.00

EXHIBIT
Gerchev # 10
Date: 2-8-07
JENNIFER L. FITZGERALD
CSR #12166

COD

Deposit/Pd Amt: $.00

$.00

WARRANTY INFORMATION: WARRANTY ON NEW ENGINES, NEW TRANSMISSIONS, NEW AND REBUILT PARTS. reliabilt ENGINES reliabilt ASSEMBLIES. reliabilt PARTS AND UTEX PARTS IS LIMITED TO THE MANUFACTURER'S WARRANTY. SHOP LIABILITY SHALL BE LIMITED TO THE CORRECTION OF REPAIRS PERFORMED WHEN VALLEY DETROIT DIESEL ALLISON EXAMINATIONS SHALL DISCLOSE FAULTY WORKMANSHIP UNDER NORMAL USE WITHIN 90 DAYS FROM DATE OF DELIVERY. VALLEY DETROIT DIESEL ALLISON'S SOLE OBLIGATION UNDER THIS WARRANTY IS TO REPAIR, AT ITS PLACE OF BUSINESS OR, AT ITS OPTION, EXCHANGE ANY SUCH GOODS OR SERVICES WHICH ARE FOUND BY VALLEY DETROIT DIESEL ALLISON TO BE DEFECTIVE IN WORKMANSHIP OR MATERIAL. FOR reliabilt assemblies THIS IS LIMITED TO REPAIRS OR REPLACEMENT OF THE FAILED reliabilt COMPONENTS ONLY. THE FOREGOING SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR ANY SUCH DEFECT, WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE. IN NO EVENT SHALL VALLEY DETROIT DIESEL ALLISON BE LIABLE FOR ANY INDIRECT SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGE, INCLUDING TOWING OR DOWN TIME IN CONNECTION WITH, OR ARISING OUT OF THE SALE OF GOODS OR FURNISHING SERVICES. THESE WARRANTIES ARE THE ONLY APPLICABLE WARRANTIES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE UNLESS OTHERWISE EXPRESSLY SPECIFIED HEREIN

I HEREBY AUTHORIZE THE ABOVE REPAIR WORK TO BE DONE ALONG WITH INSTALLATION OF THE NECESSARY MATERIAL, AND HEREBY GRANT VALLEY DETROIT DIESEL ALLISON AND/OR ITS EMPLOYEES PERMISSION TO OPERATE THE VEHICLE OR PRODUCT HEREIN DESCRIBED ON STREETS, HIGHWAYS OR ELSEWHERE FOR THE PURPOSE OF TESTING AND/OR INSPECTION. AN EXPRESS LIEN IS HEREBY ACKNOWLEDGED ON THE VEHICLE OR PRODUCT TO SECURE THE AMOUNT OF REPAIRS THERETO. I ALSO ACKNOWLEDGE THAT THE REPAIRER IS NOT RESPONSIBLE FOR LOSS OR DAMAGE TO ARTICLES LEFT WITH VEHICLE OR PRODUCT IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND ITS CONTROL AND IS NOT RESPONSIBLE FOR MATERIAL UNCLAIMED AFTER 30 DAYS. I ALSO ACKNOWLEDGE AND ACCEPT THE TERMS OF THE WARRANTY INFORMATION SHOWN ABOVE

ACCEPTED & APPROVED BY ____________ SIGNATURE ________ DATE

B.A.R AH134157
215 1/21/05 01 C

AMARILLO TRUCK CENTER

131371 2 0 2 0 6 5

UNIT# 14

INVOICE

EUGENE GENCHEV
11480 CYPRESS TERRACE
SAN DIEGO, CA 92131
HOME:877-380-7302 BUS:

DUPLICATE 1
PAGE 1

SERVICE ADVISOR: 5165 KEVIN REYNOLDS

COLOR	YEAR	MAKE MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
14	04	FREIGHTLINER COLUMBI	1FUJA6CK34DM92600		195504/195504	14994

DEL DATE	PROD DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
02AUG04 IS			23:48 25SEP05			CASH	16MAY06

R.O. OPENED	READY	OPTIONS
09:31 25SEP05	10:07 28SEP05	ENG:60SER 1)06R0752287

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A OIL PRESSURE GUAGE ERRATIC - INTERMITTEN CHECK ENGINE LIGHT COMING ON
CAUSE: NO PROBLEM FOUND
54 ELECTRICAL,INSTRUMENTS & CONTROLS
5019 CSR 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

HOOK UP LAPTOP, NO OIL PRESS. CODES, DROVE, CHECK WIRING, SENSOR, CANT GET PROBLEM TO OCCUR, DROVE AGAIN, NO PROBLEM FOUND AT THIS TIME, SCOTT/5019

****

B ENGINE RUNNING ROUGH
CAUSE: RELATIVE HUMIDITY SENSOR
01 ENGINE
5019 WDE (N/C)
1 DDE/23530572 SENSOR (P) (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

HOOK UP LAPTOP, LIST OF EGR CODES, MOST RECENT. ACTIVE CODE FOR RELATIVE HUMIDITY SENSOR, CHECK WIRING, CONNECTION, REPLACED SENSOR, DROVE, OK FOUND LOW POWER AND RUNNIN HOT, CHECK CAC, FOUND BAD, ORDERED, CONTINUE DIAGNOSIS WHEN TRUCK RETURNS SCOTT/5019 INSTALLED CAC ON OTHER CONDITION, DROVE, ENGINE RUN GOOD, NO MISS OR LOSS OF POWER, NO CODES SCOTT/5019

****

C RIGHT FRONT HUB - CUST SAYS WHEEL AND TIRE WAS MISS INSTALLED AND DAMAGED HUB / CHECK AND ADVISE
CAUSE: BALANCE PROBLEM
33 FRONT AXLE
5035 CSR
5334 CSR
0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

DISCLAIMER OF WARRANTIES
ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY MANUFACTURER, IF ANY. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND AMARILLO TRUCK CENTER, INC. NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.
WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7, AND 12 OF THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED AND OF REGULATIONS AND ORDERS OF THE ADMINISTRATOR OR WAGE AND HOUR DIVISION ISSUED UNDER SECTION 14 THEREOF.

RECEIVED BY ______

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

CUSTOMER COPY

EXHIBIT
Genchev #16
Date: 2-8-07
JENNIFER L. FITZGERALD
CSR #12166

AMARILLO TRUCK CENTER

131371 202065

UNIT# 14

INVOICE

EUGENE GENCHEV
11480 CYPRESS TERRACE
SAN DIEGO, CA 92131
HOME:877-380-7302 BUS:

DUPLICATE 1
PAGE 2

SERVICE ADVISOR: 5165 KEVIN REYNOLDS

COLOR	YEAR	MAKE.MODEL	VIN	LICENSE	MILEAGE IN OUT	TAG
14	04	FREIGHTLINER COLUMBI	1FUJA6CK34DM92600		195504/195504	14994

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
02AUG04 IS			23:48 25SEP05			CASH	16MAY06

R.O. OPENED	READY	OPTIONS:
09:31 25SEP05	10:07 28SEP05	ENG:60SER 1)06R0752287

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

TEST DROVE TRUCK HAD A SHAKE AT 45 MPH BROUGHT BACK TO SHOP SPUN WHEEL NOT REMOVED CENTER MAT ICS TEST DROVE AGAIN SHAKE WASNT AS BAD NEED TO BALANCE TIRES 5035

****

D** CHARGES [illegible]
CAUSE: CHAR[illegible]
0 MIS
[illegible] CSR 0.00 0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

****

E** CHECK FOR INTAKE LEAK
CAUSE: CHARGE AIR COOLER LEAKING
260-0010A CAC, R/R
5019 WFS (N/C)
1 BHT/D3523 CHARGE AIR COOLER (N/C)
260-0020A CAC, LEAK TEST
5019 WFS (N/C)
939-0010A ADMINISTRATIVE TIME
5019 WFS (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0.00

PRESSURE CAC, FOUND HOLDS 0 PSI, HAS HOLE IN RIGHT SIDE, ORDERED CAC SCOTT/5019 GOT CAC, REMOVED HOOD STRAPS, CONDENSOR, R&R CAC, PUT ALL BACK TOGETHER, DROVE, OK SCOTT/5019

****

DISCLAIMER OF WARRANTIES
ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY MANUFACTURER, IF ANY. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND AMARILLO TRUCK CENTER, INC. NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.
WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7, AND 12 OF THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED AND OF REGULATIONS AND ORDERS OF THE ADMINISTRATOR OF WAGE AND HOUR DIVISION ISSUED UNDER SECTION 14 THEREOF.

RECEIVED BY ____________________

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS OIL LUBE	0.00
SUBLET AMOUNT	0.00
MISC CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

CUSTOMER COPY

[illegible]	Line Code	Date and time posted	Employee name and number	Description ...
02065	A	26SEP05 14:48	5019 - TUCKER,SCOTTY	195504 HOOK UP LAPTOP NO OIL PRESS. CODES, DROVE CHECK WIRING SENSOR CANT GET PROBLEM TO OCCUR, DROVE AGAIN, NO PROBLEM FOUND AT THIS TIME, SCOTT/5019
02065	A	27SEP05 15:44	5092 - TARBET,PAUL	HOOK UP LAPTOP NO OIL PRESS. CODES, DROVE, CHECK WIRING SENSOR CANT GET PROBLEM TO OCCUR. DROVE AGAIN, NO PROBLEM FOUND AT THIS TIME, SCOTT/5019
02065	B	26SEP05 17:53	5019 - TUCKER,SCOTTY	195504
02065	B	26SEP05 18:39	5019 - TUCKER,SCOTTY	195504 HOOK UP LAPTOP, LIST OF EGR CODES, MOST RECENT. ACTIVE CODE FOR RELATIVE HUMIDITY SENSOR, CHECK WIRING, CONNECTION REPLACED SENSOR, DROVE OK FOUND LOW POWER AND RUNNIN HOT. CHECK CAC FOUND BAD ORDERED CONTINUE DIAGNOSIS WHEN TRUCK RETURNS SCOTT/5019
02065	B	[illegible]	[illegible]	195504 HOOK UP LAPTOP LIST OF EGR CODES, MOST RECENT. ACTIVE CODE FOR RELATIVE HUMIDITY SENSOR, CHECK WIRING. CONNECTION REPLACED SENSOR DROVE, OK FOUND LOW POWER AND RUNNIN HOT CHECK CAC, FOUND BAD, ORDERED CONTINUE DIAGNOSIS WHEN TRUCK RETURNS SCOTT/5019 INSTALLED CAC ON OTHER CONDITION, DROVE. ENGINE RUN GOOD NO MISS OR LOSS OF POWER. NO CODES SCOTT/5019
02065	B	27SEP05 15:47	5092 - TARBET,PAUL	HOOK UP LAPTOP LIST OF EGR CODES MOST RECENT. ACTIVE CODE FOR RELATIVE HUMIDITY SENSOR CHECK WIRING CONNECTION, REPLACED SENSOR. DROVE, OK FOUND LOW POWER AND RUNNIN HOT. CHECK CAC FOUND BAD ORDERED. CONTINUE DIAGNOSIS WHEN TRUCK RETURNS SCOTT/5019 INSTALLED CAC ON OTHER CONDITION, DROVE, ENGINE RUN GOOD NO MISS OR LOSS OF POWER, NO CODES SCOTT/5019
202065	C	26SEP05 17:17	5035 - MILLER,MAX	195504 TEST DROVE TRUCK HAD A SHAKE AT 45 MPH BROUGHT BACK TO SHOP SPUN WHEEL NOT REMOVED CENTER MAT ICS TEST DROVE AGAIN SHAKE WASNT AS BAD NEED TO BALANCE TIRES 5035
202065	C	27SEP05 16:19	5092 - TARBET,PAUL	TEST DROVE TRUCK HAD A SHAKE AT 45 MPH BROUGHT BACK TO SHOP SPUN WHEEL NOT REMOVED CENTER MAT ICS TEST DROVE AGAIN SHAKE WASNT AS BAD NEED TO BALANCE TIRES 5035
202065	E	26SEP05 18:35	5019 - TUCKER,SCOTTY	195504 PRESSURE CAC FOUND HOLDS 0 PSI, HAS HOLE IN RIGHT SIDE, ORDERED CAC SCOTT/5019
202065	E	26SEP05 14:40	5019 - TUCKER,SCOTTY	195504 PRESSURE CAC, FOUND HOLDS 0 PSI, HAS HOLE IN RIGHT SIDE ORDERED CAC SCOTT/5019 GOT CAC, REMOVED HOOD STRAPS, CONDENSOR R&R CAC, PUT ALL BACK TOGETHER, DROVE. OK SCOTT/5019
202065	E	27SEP05 16:01	5092 - TARBET,PAUL	PRESSURE CAC, FOUND HOLDS 0 PSI, HAS HOLE IN RIGHT SIDE, ORDERED CAC SCOTT/5019 GOT CAC, REMOVED HOOD STRAPS, CONDENSOR, R&R CAC, PUT ALL BACK TOGETHER, DROVE, OK SCOTT/5019

Amarillo Truck Center
"Being The Best Is Just The Beginning"
2210 Whitaker Rd.
Box 30130
Amarillo, Texas 79120-0130
(806) 374-1033
Fax (806) 379-6551

Scotty T.

FREIGHTLINER STERLING TRUCKS WESTERN STAR TRUCKS

70265

REPAIR ORDER ACKNOWLEDGEMENT

Date ____ Written By ____ Customer # ____

Name Eugene Gentrac Address 11460 Cypress Terrace Pl

City San Diego State CA ZIP 92131 Phone 877-380-7302

P.O. ____ Memo ____

Est. $ ____ Odometer 195,504 Hubometer ____ Unit No #14

Del. Date ____ Del. Mileage ____ Year 04 Make Fer

Model CL120 Complete VIN 1FUJA6CK34DM92600

Eng. Model 6067 Eng. Serial 06R0752287 Trans. Model ____

Trans. Serial ____ R. Axle Model ____ R. Axle Serial ____

R/T Axle Model ____ R/T Axle Serial ____ Ratio ____

LOOSE OBJECTS BREAK WINDSHIELDS

CUSTOMERS ARE RESPONSIBLE FOR SECURING OR REMOVING ANY LOOSE OBJECTS INSIDE THE CAB THAT CAN CAUSE OR BE DAMAGED

Method of Payment ☐ Cash/Check ☐ Account ☐ Credit Card ☐ Pinnacle ☐ Fleet Pack

Cond. 1 - Type oil press. gauge erratic / Intermitten ck eng light

Cond. 2 - Type Eng Running Rough.

Cond. 3 - Type RF Hub - Cust says wheel & tire was mounted wrong - ck hours

Cond. 4 - Type ____

Cond. 5 - Type ____

Cond. 6 - Type ____

Cond. 7 - Type ____

ATTENTION:
ALL TRAILERS MUST BE PARKED ON CONCRETE LANDING PAD AT WEST END OF BUILDING. IF TRAILER SINKS IN THE ASPHALT YOU WILL BE BILLED FOR PARKING LOT REPAIRS.
SIGNED X [signature]

Authorized By ____ Authorization # ____

OUR TERMS ARE CASH

ANY OTHER ARRANGEMENTS FOR PAYMENT MUST BE APPROVED BY OUR CREDIT DEPARTMENT DURING REGULAR BANKING HOURS. I HEREBY AUTHORIZE THE ABOVE REPAIR WORK TO BE DONE ALONG WITH THE NECESSARY MATERIAL AND HEREBY GRANT YOU AND/OR YOUR EMPLOYEES PERMISSION TO OPERATE THE TRUCK ON STREETS, HIGHWAYS OR ELSEWHERE FOR THE PURPOSE OF TESTING AND/OR INSPECTION.

NOTICE PURSUANT TO §70.001, Texas Property Code

I am the person or agent acting on behalf of the person, who is obligated to pay for the repair of the motor vehicle subject to t vehicle is subject to repossession in accordance with §9.609, Texas Business and Commerce Code. If a written order for pay dishonored because of insufficient funds, no funds, or because the drawer or maker of the order has no account or the acco

X [signature]
Signature of person responsible or agent for person responsible

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN

CLAIM CHECK
14994

VIN ____
Mileage

AMARILLO TRUCK CENTER
Box 30130, 2210 Whitaker Rd. Amarillo, Texas 79120
(800) 753-1556 (806) 374-1033
Fax (806) 376-9315

131371 2 0 9 7 5 8

UNIT# 14

INVOICE

EUGENE GENCHEV
11480 CYPRESS TERRACE
SAN DIEGO, CA 92131
HOME:877-380-7302 BUS:

DUPLICATE 1
PAGE 1

FREIGHTLINER STERLING WESTERN STAR TRUCKS CAT DETROIT DIESEL

SERVICE ADVISOR: 5374 BARRETT SCRIMPSHER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
14	04	FREIGHTLINER COLUMBI	1FUJA6CK34DM92600		274194/274194	19739

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
02AUG04 IS			23:48 13APR06			CASH	16MAY06

R.O. OPENED	READY	OPTIONS
11:24 13APR06	15:34 14APR06	ENG:60SER 1)06R0752287

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A ENG SHOWING CODES - SHUTTING DOWN
CAUSE: EGR VALVE FAILED
01 ENGINE
5065 WDE (N/C)
1 DDE/E23533705 VLV & ACTUAT (N/C)
1 DDE/23533534 GASKET (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

274194 PULLED TRACTOR INTO SHOP HOOKED LAP TOP RETREVE D CODES MADE COPY REMOVED HOSE AT TURBO PRESSUR ED UP SYSTEM FOUND 4/BAND CLAMPS LEAKING AND EGR VALVE LEAKING REMOVED AIR FILTER ASSEMBLY ENTER FENDER HEAT SHEILD ALL HOSES ON TURBO HARD LINES TO DELTA/P FOR ENTRY AIR LINES AT TURBO FLEX PIPE AT EGR VALVE AIR OLINE AT EGR VALVE BAND CLAMP AT EGR VALVE AND FLEX PIPE R/R EGR VALVE AND GASKET AND ALL PARTS REMOVED INSTALLED 4/BAND CLAMPS AT C/A/C NEW R/R AIR FILTER 5065
****

B** PERFORM VIS CHECK INSPECTION
100 PERFORM VIS CHECK INSPECTION
5065 CSV 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

274194 IN NEED OF BRAKE ADJUSTMENT ALL WAY AROUND REAR /REAR AXELS WHEEL BARREN NEED ADJUSTMENT
****

EXHIBIT
Genchev #20
Date: 2-8-07
JENNIFER L. FITZGERALD
CSR #12166

C** CHARGES NOT COVERED BY WARRANTY
CAUSE: CLAMPS AND BOOTS LEAKING
00 GENERAL INFORMATION
5065 CSR 85.00 85.00
4 BRZ/B9226-0406 CLAMP 4.87 3.46 13.84
PARTS: 13.84 LABOR: 85.00 OTHER: 0.00 TOTAL LINE C: 98.84

PRESSURED THE INTAKE SYSTEM AND FOUND 4 CLAMPS LEAKING. REPLACED CLAMPS

DISCLAIMER OF WARRANTIES
ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY MANUFACTURER, IF ANY. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND AMARILLO TRUCK CENTER, INC. NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.
WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7, AND 12 OF THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED AND OF REGULATIONS AND ORDERS OF THE ADMINISTRATOR OR WAGE AND HOUR DIVISION ISSUED UNDER SECTION 14 THEREOF.

RECEIVED BY: ______________________

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

CUSTOMER COPY

20

AMARILLO TRUCK CENTER
Box 30130 2210 Whitaker Rd. · Amarillo, Texas 79120
(800) 753-1556 (806) 374-1033
Fax (806) 376-9315

131371 209758

NIT# 14

INVOICE

DUPLICATE 1
PAGE 2

UGENE GENCHEV
1480 CYPRESS TERRACE
SAN DIEGO, CA 92131
HOME:877-380-7302 BUS:

SERVICE ADVISOR: 5374 BARRETT SCRIMPSHER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
14	04	FREIGHTLINER COLUMBI	1FUJA6CK34DM92600		274194/274194	19739

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
02AUG04 IS			23:48 13APR06			CASH	16MAY06

R.O. OPENED	READY	OPTIONS:
11:24 13APR06	15:34 14APR06	ENG:60SER 1)06R0752287

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

AND TIGHENED ALL OTHER AS NEEDED. RECHECKED, ALL OK.

****

CUSTOMER PAY ENVIRONMENTAL FEE FOR REPAIR ORDER 8.50

DISCLAIMER OF WARRANTIES
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RECEIVED BY: ____________________

DESCRIPTION	TOTALS
LABOR AMOUNT	85.00
PARTS AMOUNT	13.84
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	8.50
TOTAL CHARGES	107.34
LESS INSURANCE	0.00
SALES TAX	1.84
PLEASE PAY AMOUNT	109.18

[illegible] Technicians' Story
[illegible] TRUCK CENTER

air ...er...	Line code	Date and time modified.....	Employee name and number....................	Technician's story..
758	A	14APR06 13:21	5065 - THOMPSON,VIRGIL	274194 EGR VALVE FAILURE PULLED TRACTOR INTO SHOP HOOKED LAP TOP RETREVE D CODES MADE COPY REMOVED HOSE AT TURBO PRESSUR ED UP SYSTEM FOUND 4/BAND CLAMPS LEAKING AND EGR VALVE LEAKING REMOVED AIR FILTER ASSEMBLY ENTER FENDER HEAT SHEILD ALL HOSES ON TURBO HARD LINES TO DELTA/P FOR ENTRY AIR LINES AT TURBO FLEX PIPE AT EGR VALVE AIR OLINE AT EGR VALVE BAND CLAMP AT EGR VALVE AND FLEX PIPE R/R EGR VALVE AND GASKET AND ALL PARTS REMOVED INSTALLED 4/BAND CLAMPS AT C/A/C NEW R/R AIR FILTER 5065
9758	A	14APR06 15:22	5165 - REYNOLDS,KEVIN	274194 PULLED TRACTOR INTO SHOP HOOKED LAP TOP RETREVE D CODES MADE COPY REMOVED HOSE AT TURBO PRESSUR ED UP SYSTEM FOUND 4/BAND CLAMPS LEAKING AND EGR VALVE LEAKING REMOVED AIR FILTER ASSEMBLY ENTER FENDER HEAT SHEILD ALL HOSES ON TURBO HARD LINES TO DELTA/P FOR ENTRY AIR LINES AT TURBO FLEX PIPE AT EGR VALVE AIR OLINE AT EGR VALVE BAND CLAMP AT EGR VALVE AND FLEX PIPE R/R EGR VALVE AND GASKET AND ALL PARTS REMOVED INSTALLED 4/BAND CLAMPS AT C/A/C NEW R/R AIR FILTER 5065
9758	B	14APR06 14:38	5065 - THOMPSON,VIRGIL	274194 IN NEED OF BRAKE ADJUSTMENT ALL WAY AROUND REAR /REAR AXELS WHEEL BARREN NEED ADJUSTMENT
19758	C	14APR06 15:17	5116 - SHARP,ARCHIE	PRESSURED THE INTAKE SYSTEM AND FOUND 4 CLAMPS LEAKING. REPLACED CLAMPS AND TIGHTENED ALL OTHER AS NEEDED. RECHECKED, ALL OK.

Amarillo Truck Center
"Being The Best Is Just The Beginning"
2210 Whitaker Rd.
Box 30130
Amarillo, Texas 79120-0130
(806) 374-1033
Fax (806) 379-6551

FREIGHTLINER
STERLING TRUCKS
WESTERN STAR TRUCKS

201758

REPAIR ORDER ACKNOWLEDGEMENT

Date ______ Written By ______ Customer # ______

Name Genchev Trucking Address 11480 Cypress Terrace Place

City San Diego State CA ZIP 92131 Phone 858-354-6638

P.O. ______ Memo ______

Est. $ ______ Odometer 274194 Hubometer ______ Unit No. 14

Del. Date ______ Del. Mileage ______ Year 04 Make FRT

Model CL-120 Complete VIN 1FUJA6CK34DM92600

Eng. Model ISX 60 Eng. Serial 06RO752287 Trans. Model ______

Trans. Serial ______ R. Axle Model ______ R. Axle Serial ______

R/T Axle Model ______ R/T Axle Serial ______ Ratio ______

LOOSE OBJECTS BREAK WINDSHIELDS
CUSTOMERS ARE RESPONSIBLE FOR SECURING OR REMOVING ANY LOOSE OBJECTS INSIDE THE CAB THAT CAN CAUSE OR BE DAMAGED

Method of Payment ☐ Cash/Check ☐ Account ☐ Credit Card ☐ Pinnacle ☐ Fleet Pack

Cond. 1 - Type Eng showing Codes - shutting Down

Cond. 2 - Type I/S check

Cond. 3 - Type ______

Cond. 4 - Type ______

Cond. 5 - Type ______

Cond. 6 - Type ______

Cond. 7 - Type ______

ATTENTION:
ALL TRAILERS MUST BE PARKED ON CONCRETE LANDING PAD AT WEST END OF BUILDING. IF TRAILER SINKS IN THE ASPHALT YOU WILL BE BILLED FOR PARKING LOT REPAIRS.
SIGNED [signature]

Authorized By ______ Authorization # ______

OUR TERMS ARE CASH

ANY OTHER ARRANGEMENTS FOR PAYMENT MUST BE APPROVED BY OUR CREDIT DEPARTMENT DURING REGULAR BANKING HOURS. I HEREBY AUTHORIZE THE ABOVE REPAIR WORK TO BE DONE ALONG WITH THE NECESSARY MATERIAL AND HEREBY G... EES PERMISSION TO OPERATE THE TRUCK ON STREETS, HIGHWAYS OR ELSEWHERE FOR THE PURPOSE

NOTICE PURSUANT TO §70.001, Texas Property Code

I am the person or agent acting on behalf of the person, who is obligated to pay for the repair of the motor vehicle subject to ... vehicle is subject to repossession in accordance with §9.609, Texas Business and Commerce Code, if a written order for pa... dishonored because of insufficient funds, no funds, or because the drawer or maker of the order has no account or the acco...

CLAIM CHECK
19739

Valley
Power Systems, Inc

WORK SHEET

C11753 272015

R.O. Open Date 10/19/05
R.O. Inv Date 10/24/05

REPAIR ORDER

C11753

TERMS: NET 10th PROX. 1 1/2 % INTEREST PER MONTH WILL BE CHARGED ON ALL PAST DUE ACCOUNTS

Customer's Phone No. 858 351 6638 — S O L D T O: EOG TRUCKING

Purchase Order No.

Field Order No.

Unit information	Complaint / Cause / Corrections
Unit Serial No:	**Complaint:** INTERMITTENT TEL. RUNS ROUGH, SHUTS DOWN. ENGINE SERIAL# 858 351 6638
Transmission Serial No:	**Primary Cause:** V POD NOT WORKING
Engine Serial No: 06R0752367	**Corrections Made:** INSPECTED RNG, FOUND V POD NOT WORKING. RMVD ALL REQUIRED, REPLACED V POD W/NEW. REASSEMBLED UNIT. TEST DRIVE
Model No: 7/6 71HK61	
Equip./Lic.#:	
Miles or Hours: 203159 M	
Make and Model: FREIGHTLINER / YARD	
V.I.N. #: 1FUJA6CK34DM92600	**Comments:**
Replacement S/N:	
YARD SAN DIEGO	

LABOR	.00
MACHINE OPERATIONS	.00
	.00
PARTS	.00
PS Deductible	.00
Per Contractor	.00
TAX	.00
TOTAL	$.00

Customer Shop Labor
.00 ST Hrs.
.00 OT Hrs.
.00 DT Hrs.

Customer Field Labor
.00 ST Hrs.
.00 OT Hrs.
.00 DT Hrs.

Ins.Surcharge $.00

$.00

$.00

COD

ACCEPTED & APPROVED BY: Signature Date

B A R AH134157 10/24/05

EXHIBIT Gaxiola #18
Date: 2-8-07
JENNIFER L. FITZGERALD CSR #12166

Valley
Power Systems, Inc

WORK SHEET

No. C11753

Name CASH- FLEET-7.758 Page 1 10/24/05 Repair Order No. C11753

Part Number	Description	Quan	Fleet Price	List Price	Amount
PARTS SUPPLEMENTAL SUMMARY					
R31R203830299	VPOD 12V	1	229.22		*WARRANTY*

Total

AMARILLO TRUCK CENTER
800) 753-1556 (806) 374-1033
FAX (806) 376-1315

131371

202137

INVOICE

DUPLICATE 1
PAGE 1

UNIT# 14

EUGENE GENCHEV
11480 CYPRESS TERRACE
SAN DIEGO, CA 92131
HOME:877-380-7302 BUS:

FREIGHTLINER STERLING WESTERN STAR TRUCKS CAT DETROIT DIESEL

SERVICE ADVISOR: 5335 MICHAEL REEVES

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
14	04	FREIGHTLINER COLUMBI	1FUJA6CK34DM92600		195591/195591	15044

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
02AUG04 IS			23:48 27SEP05			CASH	16MAY06

R.O. OPENED	READY	OPTIONS:
09:10 27SEP05	10:10 28SEP05	ENG:60SER 1)06R0752287

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A ENGINE LIGHT CAME ON AND TRUCK DIED THEN RESTARTED SEE PREVIOUS
CAUSE: OIL PRESSURE SENSOR
01 ENGINE (N/C)
5019 WTE (N/C)
1 DDE/... SENSR(P)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

HOOK UP LAPTOP, CODE 45, OIL PRESS. LOW, OPERATE FOUND SENSOR STICKING
AT HIGH PSI & LOW PSI, R&R SENSOR, CHECK, OK, DROVE, OK SCOTT/5019

****

B** CHARGES NOT COVERED BY WARRANTY
CAUSE: CHARGES NOT COVERED
00 GENERAL INFORMATION 0.00 0.00
5019 CSR
1 FREIGHT FRT & HNDLG 15.85 15.85 15.85
AIR FRT FOR SENSOR FROM RENO P.D.C.

PARTS: 15.85 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 15.85

****

EXHIBIT
Genchev #17
Date: 2-8-07
JENNIFER L. FITZGERALD
CSR #12166

DISCLAIMER OF WARRANTIES
ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY MANUFACTURER, IF ANY. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND AMARILLO TRUCK CENTER, INC. NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.
WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7, AND 12 OF THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED AND OF REGULATIONS AND ORDERS OF THE ADMINISTRATOR OF WAGE AND HOUR DIVISION ISSUED UNDER SECTION 14 THEREOF.

RECEIVED BY ____________

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	15.85
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	15.85
LESS INSURANCE	0.00
SALES TAX	1.31
PLEASE PAY THIS AMOUNT	17.16

CUST

17

[illegible]	LINE CODE	DATE AND TIME MODIFIED	EMPLOYEE NAME AND NUMBER	TECHNICIAN'S STORY
[illegible]	A	[illegible]	[illegible] - TUCKER [illegible]	[illegible] HOOK UP LAPTOP, CODE 45 OIL PRESS. LOW, OPERATE FOUND SENSOR STICKING AT HIGH PSI & LOW PSI, R&R SENSOR, CHECK, OK, DROVE, OK SCOTT 5019
[illegible]	A	[illegible]	[illegible] - TARGET PAUL	HOOK UP LAPTOP CODE 45 OIL PRESS. LOW OPERATE FOUND SENSOR STICKING AT HIGH PSI & LOW PSI, R&R SENSOR, CHECK, OK, DROVE OK SCOTT 5019

22-2137 Scotty T.

Amarillo Truck Center
"Being The Best Is Just The Beginning"
2210 Whitaker Rd.
Box 30130
Amarillo, Texas 79120-0130
(806) 374-1033
Fax (806) 373-6551

FREIGHTLINER STERLING TRUCKS WESTERN STAR TRUCKS

REPAIR ORDER ACKNOWLEDGEMENT

Date ______ Written By ______ Customer # ______

Name GenChev Address ______

City San Diego State CA ZIP ______ Phone 877 380 7302

P.O. ______ Memo ______

Est. $ ______ Odometer 193,591 Hubometer ______ Unit No. 14

Del. Date ______ Del. Mileage ______ Year 04 Make FTL

Model ______ Complete VIN 1FUJA6CK34DM92690

Eng. Model 6067 Eng. Serial 06R0752257 Trans. Model ______

Trans. Serial ______ R. Axle Model ______ R. Axle Serial ______

R/T Axle Model ______ R/T Axle Serial ______ Ratio ______

LOOSE OBJECTS BREAK WINDSHIELDS
CUSTOMERS ARE RESPONSIBLE FOR SECURING OR REMOVING ANY LOOSE OBJECTS INSIDE THE CAB THAT CAN CAUSE OR BE DAMAGED

Method of Payment ☐ Cash/Check ☐ Account ☐ Credit Card ☐ Pinnacle ☐ Fleet Pack

Cond. 1 - Type ~~[illegible]~~

Cond. 2 - Type Engine light came on + truck died than restarted

Cond. 3 - Type ______

Cond. 4 - Type ______

Cond. 5 - Type ______ See Previous

Cond. 6 - Type ______

Cond. 7 - Type ______

ATTENTION:
ALL TRAILERS MUST BE PARKED ON CONCRETE LANDING PAD AT WEST END OF BUILDING. IF TRAILER SINKS IN THE ASPHALT, YOU WILL BE BILLED FOR PARKING LOT REPAIRS.
SIGNED

Authorized By ______ Authorization # ______

OUR TERMS ARE CASH

ANY OTHER ARRANGEMENTS FOR PAYMENT MUST BE APPROVED BY OUR CREDIT DEPARTMENT DURING REGULAR BANKING HOURS. I HEREBY AUTHORIZE THE ABOVE REPAIR WORK TO BE DONE ALONG WITH THE NECESSARY MATERIAL AND HEREBY [...] AUTHORIZE THE ABOVE REPAIR WORK TO BE DONE ALONG WITH THE NECESSARY MATERIAL AND HEREBY [...] EES PERMISSION TO OPERATE THE TRUCK ON STREETS, HIGHWAYS OR ELSEWHERE FOR THE PURPOSE

NOTICE PURSUANT TO §70.001, Texas Property Code

I am the person or agent acting on behalf of the person, who is obligated to pay for the repair of the motor vehicle subject t[...] vehicle is subject to repossession in accordance with §9.609, Texas Business and Commerce Code. If a written order for p[...] dishonored because of insufficient funds, no funds, or because the drawer or maker of the order has no account or the acc[...]

CLAIM CHECK
15044

VIN ______

Mileage ______

______
Signature of person responsible or agent for person responsible

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICL[E]

AMARILLO TRUCK CENTER
Box 30130, 2210 Whitaker Rd. · Amarillo, Texas 79120
(800) 753-1556 · (806) 374-1033
Fax (806) 376-9315

FREIGHTLINER · STERLING · WESTERN STAR TRUCKS · CAT · DETROIT DIESEL CORPORATION · CUMMINS

131371

209758

UNIT# 14

INVOICE

DUPLICATE 1
PAGE 1

EUGENE GENCHEV
11480 CYPRESS TERRACE
SAN DIEGO, CA 92131
HOME:877-380-7302 BUS:

SERVICE ADVISOR: 5374 BARRETT SCRIMPSHER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
14	04	FREIGHTLINER COLUMBI	1FUJA6CK34DM92600		274194/274194	19739

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
02AUG04 IS			23:48 13APR06			CASH	16MAY06

R.O. OPENED	READY	OPTIONS
11:24 13APR06	15:34 14APR06	ENG:60SER 1)06R0752287

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A ENG SHOWING CODES - SHUTTING DOWN
CAUSE: EGR VALVE FAILED
01 ENGINE
5065 WDE (N/C)
1 DDE/E23533705 VLV & ACTUAT (N/C)
1 DDE/23533534 GASKET (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

274194 PULLED TRACTOR INTO SHOP HOOKED LAP TOP RETREVE D CODES MADE COPY REMOVED HOSE AT TURBO PRESSUR ED UP SYSTEM FOUND 4/BAND CLAMPS LEAKING AND EGR VALVE LEAKING REMOVED AIR FILTER ASSEMBLY ENTER FENDER HEAT SHEILD ALL HOSES ON TURBO HARD LINES TO DELTA/P FOR ENTRY AIR LINES AT TURBO FLEX PIPE AT EGR VALVE AIR OLINE AT EGR VALVE BAND CLAMP AT EGR VALVE AND FLEX PIPE R/R EGR VALVE AND GASKET AND ALL PARTS REMOVED INSTALLED 4/BAND CLAMPS AT C/A/C NEW R/R AIR FILTER 5065
****

B** PERFORM VIS CHECK INSPECTION
100 PERFORM VIS CHECK INSPECTION
5065 CSV 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

274194 IN NEED OF BRAKE ADJUSTMENT ALL WAY AROUND REAR /REAR AXELS WHEEL BARREN NEED ADJUSTMENT
****

EXHIBIT Genchev #20
Date: 2-8-07
JENNIFER L. FITZGERALD
CSR #12166

C** CHARGES NOT COVERED BY WARRANTY
CAUSE: CLAMPS AND BOOTS LEAKING
00 GENERAL INFORMATION
5065 CSR 85.00 85.00
4 BRZ/B9226-0406 CLAMP 4.87 3.46 13.84
PARTS: 13.84 LABOR: 85.00 OTHER: 0.00 TOTAL LINE C: 98.84

PRESSURED THE INTAKE SYSTEM AND FOUND 4 CLAMPS LEAKING. REPLACED CLAMPS

DISCLAIMER OF WARRANTIES
ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY MANUFACTURER, IF ANY. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND AMARILLO TRUCK CENTER, INC. NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.
WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7, AND 12 OF THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED AND OF REGULATIONS AND ORDERS OF THE ADMINISTRATOR OR WAGE AND HOUR DIVISION ISSUED UNDER SECTION 14 THEREOF.

RECEIVED BY: ______________________

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

AMARILLO TRUCK CENTER
Box 30130, 2210 Whitaker Rd. · Amarillo, Texas 79120
(800) 753-1556 · (806) 374-1033
Fax (806) 376-9315

131371

2 0 9 7 5 8

INVOICE

DUPLICATE 1
PAGE 2

NIT# 14

UGENE GENCHEV
1480 CYPRESS TERRACE
SAN DIEGO, CA 92131
HOME:877-380-7302 BUS:

SERVICE ADVISOR: 5374 BARRETT SCRIMPSHER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
14	04	FREIGHTLINER COLUMBI	1FUJA6CK34DM92600		274194/274194	19739

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
02AUG04 IS			23:48 13APR06			CASH	16MAY06

R.O. OPENED	READY	OPTIONS:
11:24 13APR06	15:34 14APR06	ENG:60SER 1)06R0752287

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

AND TIGHENED ALL OTHER AS NEEDED. RECHECKED, ALL OK.

****

CUSTOMER PAY ENVIRONMENTAL FEE FOR REPAIR ORDER 8.50

DISCLAIMER OF WARRANTIES
ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY MANUFACTURER, IF ANY. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND AMARILLO TRUCK CENTER, INC. NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.
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RECEIVED BY: ______________________

DESCRIPTION	TOTALS
LABOR AMOUNT	85.00
PARTS AMOUNT	13.84
GAS OIL LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	8.50
TOTAL CHARGES	107.34
LESS INSURANCE	0.00
SALES TAX	1.84
PLEASE PAY THIS AMOUNT	109.18

air er...	Line code	Date and time modified.....	Employee name and number....................	Technician's story...
758	A	14APR06 13:21	5065 - THOMPSON,VIRGIL	274194 EGR VALVE FAILURE PULLED TRACTOR INTO SHOP HOOKED LAP TOP RETREVE D CODES MADE COPY REMOVED HOSE AT TURBO PRESSUR ED UP SYSTEM FOUND 4/BAND CLAMPS LEAKING AND EGR VALVE LEAKING REMOVED AIR FILTER ASSEMBLY ENTER FENDER HEAT SHEILD ALL HOSES ON TURBO HARD LINES TO DELTA/P FOR ENTRY AIR LINES AT TURBO FLEX PIPE AT EGR VALVE AIR OLINE AT EGR VALVE BAND CLAMP AT EGR VALVE AND FLEX PIPE R/R EGR VALVE AND GASKET AND ALL PARTS REMOVED INSTALLED 4/BAND CLAMPS AT C/A/C NEW R/R AIR FILTER 5065
3758	A	14APR06 15:22	5165 - REYNOLDS,KEVIN	274194 PULLED TRACTOR INTO SHOP HOOKED LAP TOP RETREVE D CODES MADE COPY REMOVED HOSE AT TURBO PRESSUR ED UP SYSTEM FOUND 4/BAND CLAMPS LEAKING AND EGR VALVE LEAKING REMOVED AIR FILTER ASSEMBLY ENTER FENDER HEAT SHEILD ALL HOSES ON TURBO HARD LINES TO DELTA/P FOR ENTRY AIR LINES AT TURBO FLEX PIPE AT EGR VALVE AIR OLINE AT EGR VALVE BAND CLAMP AT EGR VALVE AND FLEX PIPE R/R EGR VALVE AND GASKET AND ALL PARTS REMOVED INSTALLED 4/BAND CLAMPS AT C/A/C NEW R/R AIR FILTER 5065
9758	B	14APR06 14:38	5065 - THOMPSON,VIRGIL	274194 IN NEED OF BRAKE ADJUSTMENT ALL WAY AROUND REAR /REAR AXELS WHEEL BARREN NEED ADJUSTMENT
19758	C	14APR06 15:17	5116 - SHARP,ARCHIE	PRESSURED THE INTAKE SYSTEM AND FOUND 4 CLAMPS LEAKING. REPLACED CLAMPS AND TIGHENED ALL OTHER AS NEEDED. RECHECKED, ALL OK.

Amarillo Truck Center
"Being The Best Is Just The Beginning"
2210 Whitaker Rd.
Box 30130
Amarillo, Texas 79120-0130
(806) 374-1033
Fax (806) 379-6551

Virgil

FREIGHTLINER — STERLING TRUCKS — WESTERN STAR TRUCKS

201758

REPAIR ORDER ACKNOWLEDGEMENT

Date ______ Written By ______ Customer # ______

Name Genchev Trucking Address 11480 Cypress Terrace Place

City San Diego State CA ZIP 92131 Phone 858-354-6638

P.O. ______ Memo ______

Est. $ ______ Odometer 274194 Hubometer ______ Unit No. 14

Del. Date ______ Del. Mileage ______ Year 04 Make FRT

Model CL-120 Complete VIN 1FUJALCK34DM92600

Eng. Model 60 ies 60 Eng. Serial 06R0752287 Trans. Model ______

Trans. Serial ______ R. Axle Model ______ R. Axle Serial ______

R/T Axle Model ______ R/T Axle Serial ______ Ratio ______

LOOSE OBJECTS BREAK WINDSHIELDS
CUSTOMERS ARE RESPONSIBLE FOR SECURING OR REMOVING ANY LOOSE OBJECTS INSIDE THE CAB THAT CAN CAUSE OR BE DAMAGED

Method of Payment ☐ Cash/Check ☐ Account ☐ Credit Card ☐ Pinnacle ☐ Fleet Pack

Cond. 1 - Type Eng showing Codes - Shutting Down

Cond. 2 - Type V/is check

Cond. 3 - Type ______

Cond. 4 - Type ______

Cond. 5 - Type ______

Cond. 6 - Type ______ FC/DPM

Cond. 7 - Type ______

ATTENTION:
ALL TRAILERS MUST BE PARKED ON CONCRETE LANDING PAD AT WEST END OF BUILDING. IF TRAILER SINKS IN THE ASPHALT YOU WILL BE BILLED FOR PARKING LOT REPAIRS.
SIGNED [signature]

Authorized By ______ Authorization # ______

OUR TERMS ARE CASH

ANY OTHER ARRANGEMENTS FOR PAYMENT MUST BE APPROVED BY OUR CREDIT DEPARTMENT DURING REGULAR BANKING HOURS. I HEREBY AUTHORIZE THE ABOVE REPAIR WORK TO BE DONE ALONG WITH THE NECESSARY MATERIAL AND HEREBY GRANT YOU AND/OR YOUR EMPLOYEES PERMISSION TO OPERATE THE TRUCK ON STREETS, HIGHWAYS OR ELSEWHERE FOR THE PURPOSE

NOTICE PURSUANT TO §70.001, Texas Property Code

I am the person or agent acting on behalf of the person, who is obligated to pay for the repair of the motor vehicle subject to vehicle is subject to repossession in accordance with §9.609, Texas Business and Commerce Code, if a written order for pa dishonored because of insufficient funds, no funds, or because the drawer or maker of the order has no account or the acco

[signature]

CLAIM CHECK
19739

VIN ______
Mileage ______

21.

Valley Power Systems, Inc

REMIT TO: File#56634, Los Angeles, CA 90074-6634

425 South Hacienda Blvd., City of Industry, CA 91745 (626) 333 1243
11300 Inland Ave., Mira Loma, CA 91752 (909) 681 9283
17192 Daimler St., Irvine, CA 92614 (949) 221 8642
5725 Eastgate Drive, San Diego, CA 92121 (858) 587 8524
4000 Rosedale Highway, Bakersfield, CA 93308 (661) 325 9001
2935 S. Orange Ave., Fresno, CA 93725 (559) 486 6900

TERMS: NET 10th PROX. 1 1/2% INTEREST PER MONTH WILL BE CHARGED TO ALL PAST DUE ACCOUNTS

WORK SHEET

C13539 272015

R.O. Open Date 5/15/06
R.O. Inv Date 5/18/06
N

REPAIR ORDER
№ C13539

Customer's Phone No: (858) 354 6638

SOLD TO: EUGENE EDG TRUCKING
, 00000

Purchase Order No.

Field Order N

Parts Requisition Number

Complaint
HAS TROUBLE GOING UP/DOWN HILLS ACTS LIKE THE ENGINE IS MISS FIRING. WHEN THIS HAPPENS OIL/TURBO GAUGES FLUX. DRIVER SHUTS OFF FOR 15-20 MINS AND IT RUN AGAIN

Primary Cause
EGR VLV

Corrections Made
TEST DROVE, ENGINE DE RATED, THEN REGAINED POWER, CK CAC, WAS OK, CK TURBO, WAS OK, RAN UNIT ON DYNO AND CK EGR VLV, VLV WAS LKNG, RMVD AIR FLTR, TURBO, EGR VLV, NEW VLV, REASSEMBLED, RAN ENG, CK FOR LEAKS, NONE FOUND, TEST DROVE, WAS OK

Comments

Unit Serial No:
Transmission Serial No:
Engine Serial No: 0752287
Model No.: SERIES 60
Equip./Lic.#: CAUP33142
Miles or Hours: 8840 M
Make and Model: FREIGHTLINER / COLUM
V.I.N. #: 1FUJA6CK34DM92600
Replacement S/N:

RD SAN DIEGO / 14 / CAU

Sublet Repair / Machine Operations		Purchase Order	Extension

Customer Shop Labor
.0 ST Hrs.
.0 OT Hrs.
.0 DT Hrs.

Customer Field Labor
.0 ST Hrs.
.0 OT Hrs.
.0 DT Hrs.

Ins.Surcharge $.00

EXHIBIT
Gencher #21
Date: 2-8-07
JENNIFER L. FITZGERALD
CSR #12166

WARRANTY INFORMATION: WARRANTY ON NEW ENGINES, NEW TRANSMISSIONS, NEW AND REBUILT PARTS, reliabilt ENGINES, reliabilt ASSEMBLIES, reliabilt PARTS AND UTEX PARTS IS [illegible] TO THE MANUFACTURER'S WARRANTY. SHOP LIABILITY SHALL BE LIMITED TO THE CORRECTION OF R[illegible] PERFORMED WHEN VALLEY DETROIT DIESEL ALLISON [illegible] NATIONS SHALL DISCLOSE FAULTY WORKMANSHIP UNDER NORMAL USE WITHIN 90 DAYS FROM DATE OF [illegible]RY. VALLEY DETROIT DIESEL ALLISON'S SOLE OBLIGATION [illegible] THIS WARRANTY IS TO REPAIR, AT ITS PLACE OF BUSINESS OR, AT ITS OPTION, EXCHANGE ANY SUCH G[illegible] SERVICES WHICH ARE FOUND BY VALLEY DETROIT DIESEL [illegible] TO BE DEFECTIVE IN WORKMANSHIP OR MATERIAL. FOR reliabilt assemblies THIS IS LIMITED TO REPAIRS [illegible]ACEMENT OF THE FAILED reliabilt COMPONENTS ONLY. THE [illegible]OING SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR ANY SUCH DEFECT, WHETHER IN CONTRACT, TO[illegible] WARRANTY OR OTHERWISE. IN NO EVENT SHALL VALLEY DETRO[illegible] ALLISON BE LIABLE FOR ANY INDIRECT SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGE, INCLUDING [illegible] OR DOWN TIME IN CONNECTION WITH, OR ARISING OUT OF THE [illegible] GOODS OR FURNISHING SERVICES. THESE WARRANTIES ARE THE ONLY APPLICABLE WARRANTIES AND AR[illegible] EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES EXPRESSED OR [illegible] INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE UNLESS OTHERWISE EXPRESSLY SPECIFIED HEREIN.

[illegible]BY AUTHORIZE THE ABOVE REPAIR WORK TO BE DONE ALONG WITH INSTALLATION OF THE NECESSARY MATERIAL, AND HEREBY GRANT VALLEY DETROIT DIESEL ALLISON [illegible]R ITS EMPLOYEES PERMISSION TO OPERATE THE VEHICLE OR PRODUCT HEREIN DESCRIBED ON STREETS, HIGHWAYS OR ELSEWHERE FOR THE PURPOSE OF TESTING AND/OR [illegible]TION. AN EXPRESS LIEN IS HEREBY ACKNOWLEDGED ON THE VEHICLE OR PRODUCT TO SECURE THE AMOUNT OF REPAIRS THERETO. I ALSO ACKNOWLEDGE THAT THE [illegible]ER IS NOT RESPONSIBLE FOR LOSS OR DAMAGE TO ARTICLES LEFT WITH VEHICLE OR PRODUCT IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND ITS CONTROL AND IS [illegible]ESPONSIBLE FOR MATERIAL UNCLAIMED AFTER 30 DAYS. I ALSO ACKNOWLEDGE AND ACCEPT THE TERMS OF THE WARRANTY INFORMATION SHOWN ABOVE.

B.A.R AH134157

LABOR	.00
MACHINE OPERATIONS	.00
	.00
PARTS	.00
P3 Deductable	.00
Per Quotation	.00
TAX	.00
TOTAL	$.00

COD

Deposit/Pd Amt. $.0

v.w.williams

PHOENIX, AZ 85009-9127
PHONE: (602)257-0561
FAX: (602)257-8641
FEDERAL ID 86-0208148

4183702

INVOICE DATE
05/24/06

GENCHEV TRUCKING
11480 CYPRESS TERRANCE PL
SAN DIEGO, CA 92131

SHIP TO
GENCHEV TRUCKING
11480 CYPRESS TERRANCE PL
SAN DIEGO, CA 92131

CUSTOMER NO	PURCHASE ORDER NO	ORDER DATE	TERMS	REPAIR ORDER NO
685477	W	05/19/06	COD	4983881-000
		RECV DATE	WORK LOCATION	CUSTOMER CONTACT/AUTH
		05/19/06	SHOP	EUGENE GENCHEV

LN #	QUANTITY ORDERED	PART NUMBER	DESCRIPTION	QUANTITY SHIPPED	B/O	UNIT PRICE	EXTENDED PRICE

* * * * * * * * * REPAIR ORDER * * * * * * * * * *

*-------- *---------COMPONENT---------------*

OEM
FLEET#: 14
MODEL: ICO
SERIAL:
MLS/HRS: 298287 LAB

MFR: DETROIT DIESEL
DESC: S-60 EGR
MODEL: 6067HK6E
SERIAL: 06R0752287

PARTS 176.40
LABOR 122.40
LESS QUALIFYING WARRANTY-PARTS 176.40-
LESS QUALIFYING WARRANTY-LABOR 122.40-

COMPLAINT: INTERMITTANT ENGINE MISS AND CHECK ENGINE LIGHT.
A/C BLOWING WARM.
CAUSE: AC INOP THE COMPRESSOR IS LOCKED UP.CUSTOMER HAS DECLINED COMP AT THIS TIME.
CORRECTION: PULL UNIT INTO THE SHOP.REPROGRAM THE LATEST SOFTWARE.TEST DROVE & FOUND UNIT HAD A STUMBLE ON ACCELLERATION.CHECKED THE V-POD.FOUND THE V-POD FOR THE EGR VALVE FLUCTUATING.R&R VPOD & RETEST UNIT.NO ISSUES OR COMPLAITS.CLEAN UNIT & PARK

PLEASE ASK YOUR SERVICE ADVISOR ABOUT OUR STEP-UP ENGINE PROGRAMS. TRANSMISSION OVERHAUL SPECIALS AND FULL SERVICE NEEDS!

IF YOU HAVE ANY QUESTIONS ABOUT THIS INVOICE, PLEASE CALL DENNIS EWALD AT (602)257-0561. THANK YOU!

**SERIES 60 TUNE UP
**.
SPECIALS $499.00
****

EXHIBIT
Genchev #22
Date: 2-8-07
JENNIFER L. FITZGERALD
CSR #12166

PLEASE REMIT IN U.S. DOLLARS TO:
W. W. WILLIAMS
DEPT L-303
COLUMBUS, OH 43260-9303

ORDER SUBTOTAL	0.00
EPA CHARGE	0.00
MISC SUPPLIES	0.00
SALES TAX	0.00
INVOICE TOTAL	0.00
PAYMENT	0.00
TOTAL DUE	0.00

22

PAGE 1

.W.Williams

PHOENIX, AZ 85009-9127
PHONE: (602)257-0561
FAX: (602)257-8641
FEDERAL ID 86-0208148

4183702

INVOICE DATE
05/24/06

GENCHEV TRUCKING
11480 CYPRESS TERRANCE PL
SAN DIEGO, CA 92131

SHIP TO

GENCHEV TRUCKING
11480 CYPRESS TERRANCE PL
SAN DIEGO, CA 92131

STOMER NO	PURCHASE ORDER NO	ORDER DATE	TERMS	REPAIR ORDER NO
685477	W	05/19/06	COD	4983881-000
		RECV DATE	WORK LOCATION	CUSTOMER CONTACT/AUTH
		05/19/06	SHOP	EUGENE GENCHEV

QUANTITY ORDERED		DESCRIPTION	QUANTITY SHIPPED	B/O	UNIT PRICE	EXTENDED PRICE
		* PARTS CONTENT * * * * * * * *				
1	VPOD	CORE	1		150.00	150.00
1	[illegible]	CORE	1		150.00	150.00
1		VPOD 12V	1		N/C	N/C

54793

514812

INVOICE

UNIT# 14

DUPLICATE 1
PAGE 1

EUGEN GENCHEV
11480 CYPRESS TERRACE PL
SAN DIEGO, CA 92131
HOME: 619-405-3769 BUS:

On the Border FREIGHTLINER of El Paso

ON THE BORDER FREIGHTLINER OF EL PASO
1367 N. Horizon Blvd. · El Paso, TX. 79928
(915) 852-4922 · Fax: (915) 852-1793

SERVICE ADVISOR: 106 MICHAEL MURATI

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
WHITE	04	FREIGHTLINER COLUMBI	1FUJA6CK34DM92600		290200/290200	T3093

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
02AUG04 IS			18:00 25MAY06		91.50	CASH	08JUN06

DLR: DCGD ENG: 06R0752287 TRN: P00220083

R.O. OPENED		READY	OPTIONS
15:36	25MAY06	09:54 30MAY06	1) UNIT#14

LINE OPCODE TECH TYPE HOURS — LIST — NET — TOTAL

A CHECK AND ADVISE FOR A/C NOT COOLING
CAUSE: CONDENSER LEAKING
698-0010A CONDENSER, REFRIGERANT, RADIATOR-MTD, (N/C)
R/R (N/C)
255WFRTL 1.40 (N/C)
1 MOD/1E5864 AC COND (N/C)
4 COS/R134WA R134A LBS (N/C)
1 ABP/N83-319744 RECEIVER DRIER (N/C)
2 23-13205-000 MINI STAT-O-SEAL P
2 23-13201-000 SEAL #6********* (N/C)
939-0010A ADMINISTRATIVE TIME
255WFRTL 0.30 (N/C)
1100 ITEMS NOT COVERED BY WTY (N/C)
8 ICOM 0.00
1 BOA/91559 FILTER

CK A/C NOT COOLING. CONNECT GAUGES & FD SYS HAD NO FREON. NO FREON CHARGE & FD CONDENSER WAS LEAKING AT RT BOTTOM. R&R CONDENSER & DRYER WITH NEW. VACUMM & RECHARGE NOW COOLING TO SPECS.
****

B CHECK AND ADVISE FOR ENGINE SHUTTING DOWN
CAUSE: ECM FAILED (N/C)
#021900 R&R ECM COMBINE TIME (N/C)
255 WDET 1.60 (N/C)
140 WDET 0.50 (N/C)
2.10 (N/C)
1 DDE/R23519308 ECM DDECIV *
CORE CHARGE W (N/C)
02.99-00 INSTALL TEST ECM & T/S FAULT CODES
255 WDET 0.80

CK FOR ENGINE SHUTTING DOWN. CONNECT COMPUTER & FD CODES 44,46,49 & 22.

All sales, service and repairs are on a strict CASH BASIS except in cases of prior credit approval. Arrangements must be made prior to 3:30 P.M. for the clearing of all checks, wire transfers, and personal arrangements for customers to pick-up money orders or other type of funds. Past due accounts are subject to a late charge of 1% per month (12% per annum) on unpaid balances. Past due accounts which are referred for collection are subject to payment of reasonable attorneys' fees and costs. Your signature below signifies acceptance of these conditions.

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

STATEMENT OF DISCLAIMER
An express Worker's Lien and Garageman's Lien is hereby acknowledged on customer's vehicle to secure the amount of repairs thereto. Any warranties on the products sold and installed hereby are those made by the manufacturer. The companies hereby expressly disclaim all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and the companies neither assume nor authorize any other person to assume, for any one of them, any liability in connection with the sale of the said products.

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

CUSTOMER COPY

EXHIBIT
Genchev #24
Date: 2-8-07
JENNIFER L. FITZGERALD
CSR #12166

54793

514812

INVOICE

NIT# 14

DUPLICATE 1
PAGE 2

UGEN GENCHEV
1480 CYPRESS TERRACE PL
AN DIEGO, CA 92131
OMB:619-405-3769 BUS:

ON THE BORDER FREIGHTLINER OF EL PASO
1367 N. Horizon Blvd. · El Paso, TX. 79928
(915) 852-4922 · Fax: (915) 852-1793

SERVICE ADVISOR: 106 MICHAEL MURATI

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
WHITE	04	FREIGHTLINER COLUMBI	1FUJA6CK34DM92600		290200/290200	T3093

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
02AUG04 IS			18:00 25MAY06		91.50	CASH	08JUN06

R.O. OPENED	READY	OPTIONS:
15:36 25MAY06	09:54 30MAY06	DLR:DCGD ENG:06R0752287 TRN:P00220083 1) UNIT#14

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

PERFORM TROUBLE SHOOTING STEPS CK FOR LOW VOLTAGE INSPECT & LOAD TEST
ALL BATTERIES & ALL WERE READING 12.5 NEXT READ VOLTAGE @ ECM TO PIN
241 & 2... ...READ VOLTAGE FROM WIRE TO BATTERY #953 & 440
ALSO CI... ...OAD TEST ENGINE DID NOT SHUT
DOWN. SPO... ...AUTH#2011875 TO R&R ECM. CLEAR
CODES & REPROG... ************************************

All sales, service and repairs are on a strict CASH BASIS except in cases of prior credit approval. Arrangements must be made prior to 3:30 P.M. for the clearing of all checks, wire transfers, and personal arrangements for customers to pick-up money orders or other type of funds. Past due accounts are subject to a late charge of 1% per month (12% per annum) on unpaid balances. Past due accounts which are referred for collection are subject to payment of reasonable attorneys' fees and costs. Your signature below signifies acceptance of these conditions.

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

STATEMENT OF DISCLAIMER

[illegible]

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

CUSTOMER COPY

Valley Power Systems, Inc

REMIT TO: File#56634, Los Angeles, CA 90074-6634

425 South Hacienda Blvd., City of Industry, CA 91745 (626) 333 1243
11300 Inland Ave., Mira Loma, CA 91752 (909) 681 9283
17192 Daimler St., Irvine, CA 92614 (949) 221 8642
5725 Eastgate Drive, San Diego, CA 92121 (858) 587 8524
4000 Rosedale Highway, Bakersfield, CA 93308 (661) 325 9001
2935 S. Orange Ave, Fresno, CA 93725 (559) 486 6900

TERMS: NET 10th PROX. 1 1/2% INTEREST PER MONTH WILL BE CHARGED TO ALL PAST DUE ACCOUNTS.

WORK SHEET

C14763 272015

R.O. Open Date 10/06/06
R.O. Inv Date 10/12/06 N

REPAIR ORDER

№ C14763

...omer's ...e No:

...hase ...r No.

SOLD TO: EDG
11480 CYPRESS TERRACE PL.
SAN DIEGO, CA 92131

Field Order No.

Parts Requisition Number	Complaint	Sublet Repair / Machine Operations	Purchase Order	Extension
	JAKES ARE NOT WORKING. OIL LEAK@ COMPRES AFTER COASTING DOWN HILL MISS FIRERS BLACK SMOKE EUGENE 858-345-6638			

Primary Cause

Corrections Made

REPAIRS MADE SEE ATTACHED FOR STORY

Comments

Serial No:
...smission Serial No:
...ne Serial No: ...752287
...el No.: ...7HK6E
...p./Lic.#: ...A UP33142
... or Hours ...548 M
...e and Model ...GHTLINER /
#: ...CK34DM92600
...ement S/N:
SAN DIEGO / 14 / CA

EXHIBIT
Gerchev #27
Date: 2-8-07
JENNIFER L. FITZGERALD
CSR #12166

Customer Shop Labor
6.0 ST Hrs.
.0 OT Hrs.
.0 DT Hrs.

Customer Field Labor
.0 ST Hrs.
.0 OT Hrs.
.0 DT Hrs.

Ins.Surcharge $.00

INFORMATION: WARRANTY ON NEW ENGINES, NEW TRANSMISSIONS, NEW AND REBUILT PARTS, reliabilt ENGINES, reliabilt ASSEMBLIES, reliabilt PARTS AND UTEX PARTS IS THE MANUFACTURER'S WARRANTY. SHOP LIABILITY SHALL BE LIMITED TO THE CORRECTION OF REPAIRS PERFORMED WHEN VALLEY POWER SYSTEMS Inc. or any of its ...erein referred to as "VALLEY") EXAMINATIONS SHALL DISCLOSE FAULTY WORKMANSHIP UNDER NORMAL USE WITHIN 90 DAYS FROM DATE OF DELIVERY. VALLEY'S SOLE ...UNDER THIS WARRANTY IS TO REPAIR, AT ITS PLACE OF BUSINESS OR, AT ITS OPTION, EXCHANGE ANY SUCH GOODS OR SERVICES WHICH ARE FOUND BY VALLEY ...TIVE IN WORKMANSHIP OR MATERIAL. FOR reliabilt assemblies THIS IS LIMITED TO REPAIRS OR REPLACEMENT OF THE FAILED reliabilt COMPONENTS ONLY. THE ...SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR ANY SUCH DEFECT, WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE. IN NO EVENT SHALL VALLEY ...OR ANY INDIRECT SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGE, INCLUDING TOWING OR DOWN TIME IN CONNECTION WITH, OR ARISING OUT OF THE ...ODS OR FURNISHING SERVICES. THESE WARRANTIES ARE THE ONLY APPLICABLE WARRANTIES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES EXPRESSED OR ...INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE UNLESS OTHERWISE EXPRESSLY SPECIFIED HEREIN.

...AUTHORIZE THE ABOVE REPAIR WORK TO BE DONE ALONG WITH INSTALLATION OF THE NECESSARY MATERIAL, AND HEREBY GRANT VALLEY ...IS EMPLOYEES PERMISSION TO OPERATE THE VEHICLE OR PRODUCT HEREIN DESCRIBED ON STREETS, HIGHWAYS OR ELSEWHERE FOR THE PURPOSE OF TESTING AND/OR ...N. AN EXPRESS LIEN IS HEREBY ACKNOWLEDGED ON THE VEHICLE OR PRODUCT TO SECURE THE AMOUNT OF REPAIRS THERETO. I ALSO ACKNOWLEDGE THAT THE ...IS NOT RESPONSIBLE FOR LOSS OR DAMAGE TO ANTICLES LEFT WITH VEHICLE OR PRODUCT IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND ITS CONTROL AND IS ...ONSIBLE FOR MATERIAL UNCLAIMED AFTER 30 DAYS. I ALSO ACKNOWLEDGE AND ACCEPT THE TERMS OF THE WARRANTY INFORMATION SHOWN ABOVE.

...PTED & ...OVED BY

B.A.R AH134157

LABOR	660.00
MACHINE OPERATIONS	25.00
	.00
PARTS	794.81
P3 Deductable	.00
Per Quotation	.00
TAX	61.40

COD

Deposit/Pd Amt: $.00

$1,541.21 (PAID BY EDG).

Shell LubeAnalyst

STATUS WAS Abnormal ON 22-OCT-06

EDG TRUCKING
EUGENE
11480 CYPRESS TERRACE PL
SAN DIEGO CA 92131

ISO17025/A2LA ACCREDITED
2450 HASSELL ROAD
HOFFMAN ESTATES, IL 60195
(847) 884-7877 (800) 222-0071
FAX: (847) 884-8098

UNIT I.D.: FREIGHTLINER
COMPONENT: ENGINE
COMP. REF. NO.: 851009
P.O. / REF. NO.:

WORKSITE	UNIT MANUFACTURER	OIL TYPE
	FREIGHTLINER	MOBIL DELVAC
COMPONENT TYPE	COMPONENT MANUFACTURER AND MODEL	COMPONENT SERIAL NUMBER
DIESEL ENGINE	DETROIT DIESEL -	

MAINTENANCE RECOMMENDATIONS FOR LAB NO. 1083 Received on 13-NOV-06

ANALYSIS INDICATES AN ABNORMAL LEVEL OF CONTAMINATION IS PRESENT! COOLANT additives are present. MONITOR the coolant system for loss and/or unusual required additions. RESAMPLE at the next scheduled interval. Data provided indicates oil and filter were changed at sampling.

EVAL ID: # 1267

SPECTROCHEMICAL ANALYSIS IN PARTS PER MILLION BY WEIGHT

LAB NO.	IRON	CHROMIUM	NICKEL	ALUMINUM	LEAD	COPPER	TIN	SILVER	TITANIUM	SILICON	BORON	SODIUM	POTASSIUM	MOLYBDENUM	PHOSPHORUS	ZINC	CALCIUM	BARIUM	MAGNESIUM	ANTIMONY	VANADIUM	Sample Date
1083	36	8	7	10	2	1	<1	<.1	<1	7	15	224	202	66	1297	1433	2308	<10	442	<30	2	22-OCT-06

SAMPLE INFORMATION / PHYSICAL TEST RESULTS

LAB NO.	Mi/Hr Unit	Mi/Hr Oil	Oil Add	FUEL %VOL	FUEL SOOT	WTR. %VOL	VIS CS 100°C	SAE. GRADE	GLY TEST
1083		14500.0		1.1	1.1	<.1	14.2	40	NEG

[illegible]

FOR LEGEND AND EXPLANATION OF PHYSICAL PROPERTIES TESTS PLEASE SEE REVERSE SIDE
N/R = TEST NOT PERFORMED

EDG TRUCKING
EUGENE
11480 CYPRESS TERRACE PL
SAN DIEGO CA 92131

SHELL CARE
ISO17025/A2LA ACCREDITED
2450 HASSELL ROAD
HOFFMAN ESTATES, IL 60195
(847) 884-7877
(800) 222-0071

Status was
Abnormal on 22-OCT-06

Unit : FREIGHTLINER
Component : ENGINE
CompRef # : 851009
PO/Ref :

Work Site:

Unit Manufacturer:
FREIGHTLINER

Oil Type:
MOBIL DELVAC

Component Type:
DIESEL ENGINE

Component Manufacturer and Model:
DETROIT DIESEL -

Component Serial Number:

Maint. Recommendations for Lab # 1083 Received on 13-NOV-06

ANALYSIS INDICATES AN ABNORMAL LEVEL OF CONTAMINATION IS PRESENT! COOLANT additives are present. MONITOR the coolant system for loss and/or unusual required additions. RESAMPLE at the next scheduled interval. Data provided indicates oil and filter were changed at sampling.

Lab#	Fe ppm	Cr ppm	Ni ppm	Al ppm	Pb ppm	Cu ppm	Sn ppm	Ag ppm	Ti ppm	Si ppm	B ppm	Na ppm	K ppm	Mo ppm	P ppm	Zn ppm	Ca ppm	Ba ppm	Mg ppm	Sb ppm	V ppm	Sample Drawn
1083	36	8	7	10	2	1	<1	<.1	<1	7	15	224	202	66	1297	1433	2308	<10	442	<30	2	22-OCT-06

Lab#	Mi/Hr Unit	Mi/Hr Oil	Oil Add	FUEL %VOL	FUEL SOOT	WTR. %VOL	VIS CS 100°C	SAE. GRADE	GLY TEST
1083		14500.0		1.1	1.1	<.1	14.2	40	NEG

Underlined figures indicate abnormal values. Maintenance that may be required as indicated above under Maintenance Recommendations should be performed by qualified personnel. This is a facsimile report. Actual report is maintained in Analysts, Inc. data files.

Analysis Results Fax

From:

Company: Analysts, Inc.

Fax number: 847-884-8098

Phone number: 847-884-7877

To:

Fax number: 18582715354

Subject: The following page(s) contain the results for your recent analysis.
EDGTRUCK
SANCA
F1420131

EDG TRUCKING
EUGENE
11480 CYPRESS TERRACE PL
SAN DIEGO CA 92131

SHELL CARE
ISO17025/A2LA ACCREDITED
2450 HASSELL ROAD
HOFFMAN ESTATES, IL 60195
(847) 884-7877
(800) 222-0071

Status was
Abnormal on 22-OCT-06

Unit : FREIGHTLINER
Component : ENGINE
CompRef # : 851009
PO/Ref :

Work Site:

Component Type:
DIESEL ENGINE

Unit Manufacturer:
FREIGHTLINER

Component Manufacturer and Model:
DETROIT DIESEL -

Oil Type:
MOBIL DELVAC

Component Serial Number:

Maint. Recommendations for Lab # 1083 Received on 13-NOV-06

ANALYSIS INDICATES AN ABNORMAL LEVEL OF CONTAMINATION IS PRESENT! COOLANT additives are present. MONITOR the coolant system for loss and/or unusual required additions. RESAMPLE at the next scheduled interval. Data provided indicates oil and filter were changed at sampling.

Lab#	Fe ppm	Cr ppm	Ni ppm	Al ppm	Pb ppm	Cu ppm	Sn ppm	Ag ppm	Ti ppm	Si ppm	B ppm	Na ppm	K ppm	Mo ppm	P ppm	Zn ppm	Ca ppm	Ba ppm	Mg ppm	Sb ppm	V ppm	Sample Drawn
1083	36	8	7	10	2	1	<1	<.1	<1	7	15	224	202	66	1297	1433	2308	<10	442	<30	2	22-OCT-06

Lab#	Mi/Hr Unit	Mi/Hr Oil	Oil Add	FUEL %VOL	FUEL SOOT	WTR. %VOL	VIS CS 100'C	SAE. GRADE	GLY TEST
1083		14500.0		1.1	1.1	<.1	14.2	40	NEG

Underlined figures indicate abnormal values. Maintenance that may be required as indicated above under Maintenance Recommendations should be performed by qualified personnel. This is a facsimile report. Actual report is maintained in Analysts, Inc. data files.

ENGINE R/O PREP SHEET

COD RO#: 014763

DD N 01 C

KEY TAG 487

NAME

MAKE

LIC

ier: EDG

Priority Code: ______

t No: 272015

Engine Model No. 6067HK6E

1: YARD SAN DIEGO

Engine S/N: 06R0752287

1 Unit: EDG

Miles / Hours: 000347548 M

CASH- FLEET-7.75%

Make of Equip. FREIGHTLINER

Contact: EUGENE

Equip. Model #: ______

000-000-0000

VIN / S/N: 1FUJA6CK34DM92600

All 17 digits for VIN

000-000-0000

Equipment #: 14

Mobile#: 858-345-6638

License # & State: CA UP33142

Warranty Coverage ______

In-Service Date: ______

AFA: ______ Deductible: ______

Registered Warr. Name: ______

AFA/SPLIT: ______

Policy Auth. No: ______

Customer Pay: ______

Injector Auth.No: ______

Called for Pickup: ___/___/___ Date ___:___ Time AM/PM

ECM Auth. No: ______

B.A.R AH134157

COMPLAINT: JAKES ARE NOT WORKING. — Jake Switch OIL LEAK@ COMPRES

AFTER COASTING DOWN HILL MISS FIRERS

BLACK SMOKE EUGENE 858-345-6638

PRIMARY CAUSE: ______

PRIMARY FAILED PART# ______

CORRECTION: #873 10/6/06 CHECKED CODES, NONE ACTIVE. IN-ACTIVE CODES = 43 COOLANT LEVEL LOW - P:111 F:1, 44 OIL TEMP HIGH - P:175 F:0, 22 TPS INPUT VOLT LOW - P:91 F:4, 36 OIL PSI SENSOR INPUT VOLT LOW P:100 F:4, 34 TURBO BOOST SENSOR INPUT VOLT LOW P:102 F:4, 87 BARO PSI SENSOR INPUT VOLT LOW P:108 F:4. RESPONSE TIMES ALL ABOVE 1.03 ms., BASELINE PULSE WIDTH 2.8 / CUT OUT GOOD

Revision Date 10/12/2004

10-9-06 [illegible] truck up [illegible],
removed belts ordered new ones. Hooked up DDDL ecm not getting signal to start jakes checked batt voltage low when cranking. removed ecm veh. conn. no ground signal from veh. removed Dash checked resistence from switch to ecm. wiring good changed belts. hooked jumper wire from ground to wire harness jakes work. Replace Switch.

10-11-06 #1588 installed new jake switch put together Dash.

10/10/06 #668

Drained and stored coolant for reuse. Disconnected & removed fuel lines from fuel pump to filter housing. Removed fuel pump. Prepared surface for reinstallation and changed ~~gasket~~ O ring seal. Removed compressor support bracket. Disconnected all lines to the compressor. The air line from the compressor to the check valve was damaged. Ordered a new line, hose, & clar Unfastened compressor mounting bolts removed compressor. Cleaned Up.

10/11/06 #668

Removed all fittings from old compressor resealed and installed them on the new compressor. Installed compressor with a new O ring seal and torqued down. Installed Compressor support bracket. Installed fuel pump and torqued down. Connecte fuel lines from pump to filterhousings. Connected all lines to th compressor. Refilled coolant. Turned in old compressor. Cleaned Up. Pressure washed unit and let run to check for leaks.

CHECKED INPUTS K-2 AND K-3 W/DDDL LISTS, ECM STILL DOES NOT RECIEVE SIGNAL FROM OEM SWITCH TO INPUTS. REMOVED SWITCH AND RE-INSTALLED OLD ONE. REMOVED ECM AND INSTALLE TEST ECM STILL NO SIGNAL AT K-2 AND K-3 RE-INSTALLED ORIGINAL ECM AND RE-ASSEMBLED DASH PANEL. THERE IS AN OPEN IN THE OEM HARNESS FOR THE JAKE BRAKE CIRCUIT K-2 AND K-3. MORE TIME IS NEEDED FOR DIAGNOSIS

VEHICLE CUSTOMER PARAMETERS

UNIT: 06R0752287 **MODEL: 6067HK6E** **ECM VERSION: 41.00**

JAKES CONFIGURED: NO

VEHICLE ID NUMBER: -

VEHICLE NUMBER: -

AIR COMPRESSOR
MIN RAT 1 N/A
MAX RAT 1 N/A
PRESSURE INCR N/A
MIN RAT 2 N/A
MAX RAT 2 N/A
PROP GAIN N/A
INT GAIN N/A
MIN RAT 3 N/A
MAX RAT 3 N/A
CMP UNLD DELTA N/A
CMP LOAD DELTA N/A

FAN ON TIME: 180

ENGINE BRAKES
SERVICE BRAKE ENABLE: NO
MINIMUM MPH: 000

AUTO CRUISE RESUME: NO

CLS POLARITY: REVERSE

CRUISE CONTROL
CRUISE CONTROL ENABLED: YES
MAX CRUISE CONTROL SPD: 093
ENGINE BRAKE DELTA: 03
SMART CONTROL ENABLED: NO
MIN CRUISE CONTROL SPD: 20
BRAKE ON CRUISE ENABLED: YES
ENGINE BRAKE INCREMENT: 2

CRUISE VSG
VSG SWITCH ENABLED: YES
VSG INITIAL RPM: 01000
VSG INCREMENT RPM: 025

ENGINE DROOP
VARIABLE SPEED GOVERNOR DROOP: 000
LIMITING SPEED GOVERNOR DROOP: 125

DYNAMIC BRAKING: NO

FIRE TRUCK
PSG INTEGRAL GAIN N/A
PSG PRESSURE INCREMENT N/A
PSG PUMP CAVIT TIMEOUT N/A
PSG PROPORTIONAL GAIN N/A
PSG RPM INCREMENT N/A

ENGINE PROTECTION
OIL TEMP HIGH: SHUT DOWN
OIL PRESSURE LOW: SHUT DOWN
COOLANT PRES LOW: DISABLE
OIL LEVEL LOW: DISABLE
AUX SHUTDOWN 2: DISABLE
COOLANT TEMP HIGH: SHUT DOWN
CRANKCASE PRES HI: DISABLE
COOLANT LEVEL LOW: SHUT DOWN
AUX SHUTDOWN 1: SHUT DOWN
INTRCOOL TEMP HI: DISABLE

IDLE ADJUSTMENT VALUE: 0000

FUEL ECONOMY INCENTIVE

VEHICLE CUSTOMER PARAMETERS

UNIT: 06R0752287 **MODEL: 6067HK6E** **ECM VERSION: 41.00**

MINIMUM MPG: 7.00
CONVERT FACTOR: 5.00

MAXIMUM MPH: 00
CALC TYPE: FILTERED

IDLE SHUTDOWN
(ISD) IDLE SHUTDOWN: NO
ISD OVERRIDE N/A
ISD ENABLED ON VSG N/A
DISBL LO LIM DegF N/A
ISD DURATION N/A
DISBL HI LIM DegF N/A

OPTIMIZED IDLE ENABLED N/A

INPUTS
J1 541: SET/COAST ON (20)
F2 544: CRUISE ENABLE (23)
G1 528: SEO/DIAG REQ (25)
H2 524: PARK BRK/ISD (5)
F1 542: AUX FAN CNTRL (29)
J2 531: CLUTCH RELSD (18)
E1 451: ENG BRK DISABL (26)
K2 583: ENG BRK MED (2)
G3 545: RES/ACCEL ON (22)
G2 543: SERV BRK RELSD (17)
H1 523: EXT PROTECT 1 (3)
K3 979: ENG BRK LOW (1)

OUTPUTS
A1 988: TRANS RET ENB (9)
F3 499: VEH POWER DOWN (6)
X3 564: COOL LOW LT (10)
A2 555: FAN CONTROL 1 (13)
W3 563: LOW DDEC VOLT (3)
Y3 565: ENG BRAKE ACT (16)

PROGRESSIVE SHIFT
PROGRESSIVE SHIFT ENABLED: NO
LOW RANGE 1 TURN OFF RPM N/A
LOW RANGE 2 LIMIT RPM N/A
LOW RANGE 2 MAX MPH N/A
HIGH RANGE MIN MPH N/A
LOW RANGE 1 LIMIT RPM N/A
LOW RANGE 1 MAX MPH N/A
LOW RANGE 2 TURN OFF RPM N/A
HIGH RANGE MAX RPM N/A

RATING: MASTER 500 @ 2110

TRANSMISSION TYPE: MANUAL #0

VSL
VEHICLE SPEED LIMITING: NO
MAX LIMITING SPEED MPH N/A

VEH SPEED SENSOR
VEHICLE SPEED SENSOR: YES
MAX SPEED NO FUEL N/A
REAR AXLE RATIO: 03.73
NUMBER SENSOR TEETH: 016
MAGNETIC SENSOR: Magnetic
MAX SPEED WITH FUEL N/A
TIRE SIZE REV/MILE: 0495.00
FINAL GEAR RATIO: 0.73
SENSOR TYPE: TAIL

VSS ANTI-TAMPERING: NO

VSG CONFIGURE
VSG MIN RPM: 0600
VSG MAX RPM: 1600
VSG ALTERNATE MIN RPM: 0600

ESS CONFIGURATION
LATE CHANGE N/A
ENG BRK SHIFT ASSIST N/A
SECOND CHANCE N/A
SKIP SHIFT N/A

VEHICLE CUSTOMER PARAMETERS

UNIT: 06R0752287 **MODEL: 6067HK6E** **ECM VERSION: 41.00**

HALF ENGINE IDLE: DISABLED

LOW GEAR TORQUE
LOW GEAR TORQUE LIMIT FT-LBS: 65535
LOW GEAR THRESHOLD: 000.00

TOP 2 SWITCH N/A

FUEL QUAL FACTOR N/A

J1939 DEVICES:
J1939 TRANSMISSION: NO
J1939 ABS/ASR: NO
J1939 HEADWAY CONTROL: NO

DATAPAGES/DDEC PAGES:
ACTIVITY: ENABLED
DIAGNOSTIC RECORDS: ENABLED
MAINTENANCE: ENABLED
ENGINE USAGE: ENABLED
HARD BRAKE/LAST STOP INCIDENTS: ENABLED

SENSOR CONFIGURATION
ANALOG L1 904 N/A
ANALOG N1 906 N/A
ANALOG D3 749: NO FUNCTION (0)

MAINTENANCE ALERT
MAS LEVEL CEL: FLASH AT IGNITION ON
MAS FILTER CEL: CONTINUOUS WHEN ACTIVE

GOVERNOR GAIN
OVERALL GAIN: 2

PASSMART
INCREMENT MPH: 000
DURATION MINUTES: 000
RESET INTERVAL HOURS: 008

ENGINE OVERSPEED
ENABLE SPEED: 2500
FAULT ENABLED: NO
DISABLE SPEED: 2500

"Blood Test For Your Truck"

BOSS TRUCK SHOP
7482 BOSSELMAN AVE.
GRAND ISLAND, NE 68802
Phone: 308-381-7272 Fax: 308-381-7111

EDG,
11480 CYPRESS TERRACE PL
SAN DIEGO, CA 92131
Phone: Fax:
Email:

Truck Make:	**FREIGHTLINER**	Fleet Unit ID:	**NA**	VIN#:	**4DM92600**
Truck Year:	**2004**	Engine Make:	**DETROIT DIESEL**	Sample Date:	**01/05/2007**
Sump Capacity:	**44.0**	Engine Model:	**60S**	Equipment:	**DIESEL ENGINE**
Oil Brand:	**MOBIL**	Sample ID:	**809**	Vehicle:	**382035 Miles**
Oil Type:	**Delvac 1300 Super**	User Sample:	**AJM**	Oil:	**22000 Miles**
Oil Weight:	**15W40**	Operator:	**UNKNOWN**		

	Normal:	Monitor:	Inspect:	Reason
Air Filter	X			
Bearings	X			
Bushings	X			
Camshaft	X			
Crankshaft	X			
Cylinders	X			
Engine Block	X			
Oil Condition			X	*Oil no longer serviceable due to high contamination.*
Piston Rings	X			
Pistons	X			
Sludge Potential			X	*Sludge formation possible due to high oxidation and/or nitration.*
Water Contamination			X	*Elevated water content detected.*
Wear Metals	X			

Overall Results: ***Unacceptable***

RESAMPLE AT 1/2 SERVICE INTERVAL TO MONITOR.

Recommendation:

1. *All engine wear rates normal.*
2. *Change engine oil and filter.*
3. *Check for source of water contamination.*
4. *For a more thorough removal of contaminants, an engine oil flush service is recommended.*

EXHIBIT
Gerber #31
Date: 2-8-07
JENNIFER L. FITZGERALD
CSR #12166

UNDERSTANDING YOUR ENGINE REPORT

It's easy!

You don't need to be an expert . . The built-in diagnostics do it for you!

The analytical test results and diagnostic comments / recommendations have been provided by the On-site Analyzer (OSA), which incorporates the latest technological advancements in the oil analysis industry.

The tests include optical emission spectroscopy and infrared spectroscopy to monitor engine or transmission internal wear rates as well as the physical properties of the oil to determine the oil's condition and serviceability.

We test for 10 elements: 6 wear metals, 1 additive metal, and 3 contaminant metals. The wear metals are minute particles of metal suspended in the oil, which are formed by friction between moving parts, abrasion or corrosion. The On-Site Analyzer produces a measurement in parts per million (ppm). These results are scientifically matched against known engine or transmission wear patterns and reported in the diagnostic comment section depending on the severity of the situation and on the following wear information for engines, transmissions and gear boxes (maximum 90 weight oil or 80W90 multi-grade oils). The condemning limits (or break points) are dependent on the engine or transmission make, the total number of miles on the system (or since overhaul).

Diagnostics:

Air Filter: Abnormal condition usually caused by the ingestion of dirt, resulting from a failed or torn air filter.

Bearings, Bushings, Camshaft and Crankshaft: Abnormal condition can be caused by local oil starvation resulting from a blocked oil-way, or ingested dirt or other abrasive material, or the presence of corrosive materials from a heavily degraded engine oil (too many hours on the oil)

Cooling System: Abnormal condition can be caused by leaks from gaskets or seals, a broken head gasket or from a cracked engine block.

Cylinders, Piston Rings, Pistons: Abnormal condition can be caused by poor lubrication resulting from blocked oil-ways or excessive deposits in the ring zone or the ingested dirt or other abrasive materials.

Engine Block: Abnormal condition can be caused by a cracking or distortion of the engine block resulting from extreme low or high temperatures.

Fuel System: Abnormal condition can be caused by leaks in internal fuel lines, a failed fuel pump diaphragm, or leaking fuel injectors (seats).

Summary Diagnostics:

Wear Metals: Abnormal condition can be caused by ingestion of dirt or other abrasive materials (failed air filter), local oil starvation (block oil-way), or corrosion caused by.

Coolant Content: Abnormal condition can cause severe degradation of the lubricant, leading to local oil starvation, lubricant failure and eventual excessive mechanical wear.

Sludge Potential: Abnormal condition can be caused by over-extension of the oil life or from regular short journeys where engine does not reach normal operating temperature.

Fuel Content: Abnormal condition can be caused by leaks in internal fuel lines, a failed fuel pump diaphragm, or leaking fuel injectors (seats).

Water Content: Abnormal condition can be caused by excessive condensation, and at high levels from a cracked engine block, a broken head gasket, a leaking water pump seal, or simply ingestion of water from operating vehicle in flood conditions.

Wear Metal Associations:

Aluminum: Pistons, engine blocks, blowers, and bearings.

Chromium: Compression rings, cams, low friction bearings, liners, zinc chromate cooling system inhibitor.

Copper: Bearings, bushings, thrust washers, oil cooler, and clutches, oil additive.

Iron: Crankshaft, valve train, cylinders, gears, liner, and bearings.

Lead: Bearings, contaminant from leaded gasoline (automotive only).

Tin: Pistons, bearings, and bushings.

Additive Metals:

Molybdenum: EP additives, alloying metal with iron, rings, friction reducing coating.

Contaminant Metals:

Contaminant metals result primarily through problems with the air intake system (Silica - dirt) or because of coolant leaks (Potassium, Sodium and sometimes Silicone are typical additives in water treatment chemicals). These metals are also measured in ppm and evaluated on content and severity.

Silicon: Usually an indication of dirt ingression when (the ratio of silicon to aluminum is 3.4:1) as the root resulting in abrasive wear, seal material, or a silicon based oil or coolant additive, piston torching with an increase in iron and chromium (the ratio of silicon to aluminum is 1:1).

Potassium: A common coolant additive that is an indication of a cooling system problem, fly ash, road salt, and trace element in fuel.

Sodium: oil additive constituent, coolant additive, road salt, salt water, fly ash, dirt, and grease.

Physical Properties:

This section contains the physical data of your oil analysis and is explained as follows:

Water: Measured in % weight, can be an indication of condensation due to a cold running system, a cooling system leak, or outside contamination (severe at greater than 1%).

Glycol: Measured in % weight, is in the formulation of most commercial coolant. Its presence usually indicates some type of coolant leak (Abnormal at greater than 0.6%).

Fuel Dilution: Measured in % weight, can indicate faulty combustion, rich air/fuel mixture when present at between 2% and less than 5%. An injector problem or internal fuel line leak is typically indicated when fuel is detected in high level. This test result is accurate within ±4% for diesel engines and within ±1.5% for gasoline engines.

Oxidation: Measured in absorbance units, is the result of oxygen in the air interacting with the oil at elevated temperatures, and is a normal process as the oil ages. When an engine is operated continuously at high temperatures for extended periods, or when a drain interval is over-extended then values greater than 25 may be observed and an oil change is normally recommended. This test is accurate within ±4 absorption units.

Nitration: (Applicable for gasoline engines only) measured in absorbance units. Nitration products are formed during the fuel combustion process. The products are often corrosive and can accelerate oil deterioration.

Viscosity *(Estimated value)*: This calculated measurement is an indication of the oil's ability to flow and lubricate the moving parts of the engine or transmission. It's an indication whether the oil is too thick or too thin. As an approximate guide, the viscosity of 15W40 weight diesel engine oil should be between 12.4 and 16.3. The viscosity of 10W30 weight automotive oil should be between 9.3 and 12.4. ***The reported viscosity is an estimated number only.*** This estimated calculated viscosity is accurate within ±1.5 cSt.

Total Base Number *(TBN, Estimated Value)*: A calculated measurement of the oil's alkaline reserve (additive) package of the oil that is capable of neutralizing acidic contaminants, primarily formed by the adsorption of combustion gases and the aging of the oil. Combustion by-products are the source of the strongest acids, therefore, over-extended oil drain intervals, insufficient additive package, or overheating are causes for a low TBN. Typically, when the TBN is below 3, it is an indication that the oil is no longer serviceable and should be scheduled for an oil change.

Additional Physical Properties *(Diesel Engines Only)*:

Soot: Measured as %soot, is a normal combustion by-product of diesel fuel and appears as a contaminant in the oil. At high levels it can cause an increase in the oil's viscosity (thickening of the oil.) Higher than normal levels can indicate an improper air/fuel ratio, defective air intakes or injectors and can cause deposits, thickening and over-extension of the oil additives.

ACCURACY OF RECOMMENDATIONS IS DEPENDENT ON REPRESENTATIVE OIL SAMPLES AND COMPLETELY CORRECT DATA ON BOTH VEHICLE AND OIL. THIS ANALYSIS IS INTENDED AS AN AID IN PREVENTING MECHANICAL WEAR. NO GUARANTEE, EXPRESSED OR IMPLIED, IS MADE AGAINST FAILURE OF THESE COMPONENTS. ON-SITE ANALYSIS LIABILITY IN ANY CASE IS LIMITED TO THE COST OF THE REPORTED ANALYSIS.

For Technical Interpretations of Results Call 1-561-691-5225

VALLEY POWER SYSTEMS
5725 EASTGATE DR
SAN DIEGO, CA 921210000

TERMINAL ID: 001550938
MERCHANT #: 5048420087

AMEX
#xxxxxxxxxxxx3006
SALE
BATCH: 000043 INVOICE: 043111
DATE: JAN 29, 07 TIME: 11:27
SQ: 001 AUTH NO: 581185

TOTAL $592.35

CUSTOMER COPY

EXHIBIT
Gerdzer #32
Date: 2-8-07
JENNIFER L. FITZGERALD
CSR #12166

Valley Power Systems, Inc

REMIT TO: File#50054, Los Angeles, CA 90074-0054

425 South Hacienda Blvd., City of Industry, CA 91745 (626) 333-1243
11300 Inland Ave., Mira Loma, CA 91752 (909) 681-9283
17192 Daimler St., Irvine, CA 92614 (949) 221-8612
5725 Eastgate Drive, San Diego, CA 92121 (858) 587-8521
4000 Rosedale Highway, Bakersfield, CA 93308 (661) 325-9001
2935 S. Orange Ave., Fresno, CA 93725 (559) 486-6900

TERMS: NET 10th PROX. 1 1/2% INTEREST PER MONTH WILL BE CHARGED TO ALL PAST DUE ACCOUNTS.

WORK SHEET

C15524 2/2015

R.O. Open Date 1/11/07
R.O. Inv Date 1/29/07 N

REPAIR ORDER

№ C15524

Customer's Phone No:

Purchase Order No.

SOLD TO: EDG TRUCKING
11480 CYRESS TERRACE PL
SAN DIEGO, CA 92131

Field Order No.

Parts Requisition Number

Unit Serial No:

Transmission Serial No:

Engine Serial No:
06R0752287

Model No.:
/ 6067HK6E

Equip./Lic.#:
14 / CA UP33142

Miles or Hours
388493 M

Make and Model
FREIGHTLINER / COLUM

V.I.N. #:
1FUJA6CK34DM92600

Replacement S/N:

YARD SAN DIEGO / 14 / CA

Complaint

COOLANT IN THE OIL
EUGENE 858-345-6638

Primary Cause

TOOK OIL SAMPLES IT FAILED FOR HIGH COOLANT.FOUND SIGNS OF COOLANT @ VENTURI TUBE AREA.RMVD CAC PIPE,VENTURI TUBE FOUND WHITE RESIDUE,ALSO FOUND INTAKE M/FOLD LEAKING,RMVD A/FILTER HSG,ALL

Corrections Made

LINES TO TURBO,WIRING TO TURBO,TURBO,EGR VALVE/COOLER & INTAKE M/FOLD.INSTLD EGR COOLER,EGR VLV WITH A NEW GSKT, VENTURI,TURBO,A/FILTER HSG,ALL AIR PIPING,INTAKE MANIFOLD WITH NEW GSKTS, FILLED UNIT WITH COOLANT.INSTLD ALL REMAINING COMPONETS THAT WERE RMVD PREVIOUS.STEAM CLEANED UNIT THEN TOOK ON ROAD TEST TO VERIFY REPAIRS,UNIT RAN GOOD BUT FOUND CODES FOR THE SRS/TRS

Comments

SENSOR.R&R BOTH SENSORS WITH NEW ONES THEN CHECK FOR CODES NONE FOUND.DRAINED & CHANGED FILTERS & OIL WITH NEW.R&R DIPSTICK WITH A NEW ONE & CHGD COOLANT & LUBE OIL.

Sublet Repair / Machine Operations | Purchase Order | Extension

Customer Shop Labor
.0 ST Hrs.
.0 OT Hrs.
.0 DT Hrs.

Customer Field Labor
.0 ST Hrs.
.0 OT Hrs.
.0 DT Hrs.

Ins.Surcharge $.00

WARRANTY INFORMATION. WARRANTY ON NEW ENGINES, NEW TRANSMISSIONS, NEW AND REBUILT PARTS, reliabilt ENGINES, reliabilt ASSEMBLIES, reliabilt PARTS AND UTEX PARTS IS LIMITED TO THE MANUFACTURER'S WARRANTY. SHOP LIABILITY SHALL BE LIMITED TO THE CORRECTION OF REPAIRS PERFORMED WHEN VALLEY POWER SYSTEMS Inc. or any of its Subsidiaries (Herein referred to as "VALLEY") EXAMINATIONS SHALL DISCLOSE FAULTY WORKMANSHIP UNDER NORMAL USE WITHIN 90 DAYS FROM DATE OF DELIVERY. VALLEY's SOLE OBLIGATION UNDER THIS WARRANTY IS TO REPAIR, AT ITS PLACE OF BUSINESS OR, AT ITS OPTION, EXCHANGE ANY SUCH GOODS OR SERVICES WHICH ARE FOUND BY VALLEY TO BE DEFECTIVE IN WORKMANSHIP OR MATERIAL. FOR reliabilt assemblies THIS IS LIMITED TO REPAIRS OR REPLACEMENT OF THE FAILED reliabilt COMPONENTS ONLY. THE FOREGOING SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR ANY SUCH DEFECT, WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE. IN NO EVENT SHALL VALLEY BE LIABLE FOR ANY INDIRECT SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGE, INCLUDING TOWING OR DOWN TIME IN CONNECTION WITH, OR ARISING OUT OF THE SALE OF GOODS OR FURNISHING SERVICES. THESE WARRANTIES ARE THE ONLY APPLICABLE WARRANTIES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE UNLESS OTHERWISE EXPRESSLY SPECIFIED HEREIN.

CUSTOMER RESPONSIBILITY FOR NON-WARRANTY REPAIRS. IN SOME INSTANCES, CERTAIN OF THE REPAIRS REQUESTED BY YOU MAY HAVE THE POSSIBILITY OF BEING COVERED BY A MANUFACTURER'S WARRANTY. IN SUCH INSTANCES, VALLEY MAY, AS AN ACCOMMODATION TO YOU, FILE A WARRANTY CLAIM ON YOUR BEHALF AND DEFER BILLING YOU UNTIL THE MANUFACTURER HAS RESPONDED TO THE WARRANTY CLAIM. HOWEVER, ANY AMOUNTS NOT PAID BY SAID MANUFACTURER WILL BE BILLED TO YOU AND WILL BE DUE UPON RECEIPT OF INVOICE.

I HEREBY AUTHORIZE THE ABOVE REPAIR WORK TO BE DONE ALONG WITH INSTALLATION OF THE NECESSARY MATERIAL, AND HEREBY GRANT VALLEY AND/OR ITS EMPLOYEES PERMISSION TO OPERATE THE VEHICLE OR PRODUCT HEREIN DESCRIBED ON STREETS, HIGHWAYS OR ELSEWHERE FOR THE PURPOSE OF TESTING AND/OR INSPECTION. AN EXPRESS LIEN IS HEREBY ACKNOWLEDGED ON THE VEHICLE OR PRODUCT TO SECURE THE AMOUNT OF REPAIRS THERETO. I ALSO ACKNOWLEDGE THAT THE REPAIRER IS NOT RESPONSIBLE FOR LOSS OR DAMAGE TO ANTICLES LEFT WITH VEHICLE OR PRODUCT IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND ITS CONTROL AND IS NOT RESPONSIBLE FOR MATERIAL UNCLAIMED AFTER 30 DAYS. I ALSO ACKNOWLEDGE AND ACCEPT THE TERMS OF THE WARRANTY INFORMATION SHOWN ABOVE.

B.A.R AH134157

ACCEPTED & APPROVED BY ____________ ________ 215 1/29/07 01 C
SIGNATURE DATE

LABOR	.00
MACHINE OPERATIONS	25.00
	.00
PARTS	248.12
P3 Deductable	300.00
Per Quotation	.00
TAX	19.23
TOTAL	$592.35

COD

Deposit/Pd Amt: $.00

$592.35

WORK SHEET

Valley Power Systems, Inc

425 South Hacienda Blvd., City of Industry, CA 91745 (626) 333-1243
11300 Inland Ave., Mira Loma, CA 91752 (951) 681-9283
17192 Daimler St., Irvine, CA 92614 (949) 221-8642
5725 Eastgate Drive, San Diego, CA 92121 (858) 587-8524
4000 Rosedale Highway, Bakersfield, CA 93308 (661) 325-9001
2935 S. Orange Ave., Fresno, CA 93725 (559) 486-6900

No. C15524

Name CASH- FLEET-7.75% Page 1 1/29/07 Repair Order No. C15524

Part Number	Description	Quan.	Fleet Price	Unit Price	Amount
PARTS SUPPLEMENTAL SUMMARY					
DO23530573	ELEMENT	2	12.25		24.50
MO23512703	1GAL 1300	10	14.17		141.70
PR23512138	COOLNT GA	2	15.88		31.76
0023515823	LUBE OIL	2	15.32		30.64
0023527338	SENSORSRS	1	16.27		*WARRANTY*
0023527339	SENSORTRS	1	15.91		*WARRANTY*
0023531110	GASKET	3	15.87		*WARRANTY*
0023533534	GASKET	1	6.09		*WARRANTY*
0023534201	DIPSTICK	1	12.29		12.29
60BRAKE CLEANER	BRAKE CLE	2	5.20		*WARRANTY*
6011022-6	CON M 45'	2	2.98		*WARRANTY*
61DD5524	TEST CARD	1	.68		*WARRANTY*
MISCELLANEOUS SUPPLIES AND HARDWARE					7.23

Total 248.12

WORK SHEET

Valley
Power Systems, Inc

425 South Hacienda Blvd., City of Industry, CA 91745 (626) 333-1243
11300 Inland Ave., Mira Loma, CA 91752 (951) 681-9283
17192 Daimler St., Irvine, CA 92614 (949) 221-8642
5725 Eastgate Drive, San Diego, CA 92121 (858) 587-8524
4000 Rosedale Highway, Bakersfield, CA 93308 (661) 325-9001
2935 S. Orange Ave. Fresno, CA 93725 (559) 486-6900

No. C15524

Name CASH- FLEET-7.75% Page 2 1/29/07 Repair Order No. C15524

Part Number	Description	Quan.	Fleet Price	Unit Price	Amount
MISCELLANEOUS SUPPLIES AND HARDWARE					
	HAZMAT FE	1	25.00		25.00

8C1698-3494

Total 25.00

ENGINE R/O PREP SHEET

COD RO#: C 015524

DD N 01 C

Est. Hrs:	
1st Mech:	1st Hrs.:

Customer: EDG TRUCKING
Priority Code: ______

Account No: 272015
Engine Model No. 14L

Location: YARD SAN DIEGO
Engine S/N: 06R0752287

Name on Unit: EDG TRUCKING
Miles / Hours: 000388493 M

Bill To: CASH- FLEET-7.75%
Make of Equip. FREIGHTLINER

Customer Contact: EUGENE
Equip. Model #: COLUMBIA 11/03

Phone#: ______
VIN / S/N: 1FUJA6CK34DM92600 (All 17 digits for VIN)

Fax #: ______
Equipment #: 14 / 776

Mobile#: 858-345-6638
License # & State: CA UP33142

Warranty Coverage ______
In-Service Date: ______

AFA: ______ Deductible: ______
Registered Warr. Name: ______

AFA/SPLIT: ______
Policy Auth. No: ______

Customer Pay: ______
Injector Auth.No: ______

Called for Pickup: ___/___/___ (Date) ___:___ (Time) AM/PM
ECM Auth. No: ______

B.A.R AH134157

COMPLAINT: COOLANT IN THE OIL, / CLUTCH $ 300.00 DEDUCTIBLE ON WARR REPAIRS

EUGENE 858-345-6638

REF# 2298544

PRIMARY CAUSE: ______

PRIMARY FAILED PART# ______

CORRECTION: JR - 1/11/06 PERFORMED V22 INSP. / PERFORMED VISUAL INSP. ON MULT FAILED OIL SAMPLE ANALYSIS FOR HIGH COOL. FOUND SIGNS OF COOL. AT VENTURI TUBE AREA, PULLED C.A.C PIPE & VENTURI TUBE & FOUND "WHITE ~~[illegible]~~ RESIDUE" CALLED "DDC" TECH. SUPPORT TO VERIFY THAT THIS WILL CAUSE OIL SAMPLE FAILURES & THEY SAID YES!! & TO REPLACE EGR COOLER

Revision Date 10/12/2004

TESTED ... WITH RALPH ON WARR. COVERAGE & BOTH REPAIRS ARE COVERED UNDER WARRANTY WITH A $300.00 DEDUCTIB , ORDERED EGR COOLER, TURBO AIR GSKTS. FOR ACCESS & INTAKE MAN. GSKTS. "SEE ATTACHED V22 LIST. ON OTHER REPAIRS NEEDED"

#580 - Removed Air Filter Housing, Removed all lines to turbo, removed all wiring to Turbo, Removed Turbo, Removed EGR valve, Removed EGR Cooler, Removed intake manifold.

#612 01-12-07 INSTALLED EGR COOLER, EGR valve, ventri. TURBO, AIR Filter Housing & All AIR piping. Installed Intake manifold, Filled with old coolant. Ran unit for Aprox 20 minutes, no leaks

Aaron Drained oil and removed pan.

#580 Installed Pan, Removed Filters Installed New Filters, Filled w/10 GAL of engine oil, installed intake manifold, installed all wiring and piping. Dipstick Broke ordered New one will be here 1/19/07

#580 - installed new Dipstick, Pulled truck onto Dyno Ran until engine was hot, Tested AIR compressor with test card AIR compressor good. Called DDC to see if there are any other tests for Air compressor Ref#2310223. DDC informed me that There were no other test to do. They Also SAID The oil cooler was fine Because the amount of coolant was only found when we tested oil. DDC Recommended sending truck on Road and monitering. Spoke to Brian EGR cooler / Head @ DDC Removed mud Gaurd Removed Air Filter intake to turbo. Drained coolant Removed EGR cooler. Tested EGR Cooler EGR cooler in Satisfactory condition, installed EGR cooler w/ New EGR valve gasket, installed intake piping Filled w/coolant. Screen cleaned, Truck will be sent out and monitored per DDC instruction

...-552-5700

[illegible] test [illegible] temp

Removed hardware to intake manifold and also harness connections Removed intake manifold and inspect for coolant leaks no signs of coolant. let cooling system pressure inspect for any coolant leak externally none. Removed venturi and inspect EGR cooler no signs of coolant. Checked Radiator externally ok.

612 1-23-07 VISUAL INSPECTED - ATTACHED PRO LINK - NO CODES TEST DRIVE - CODE FOR SRS. TRS. NONACTIVE - RETURNED TO SHOP & REPLACED SRS & TRS SENSORS - TEST DRIVE unit FOR APPROX 1 HOUR - NO CODES - VISUAL INSPECTED

2004 COLUMBIA 05

140.46 ?
55.90 ?
400.40 S. DIEGO
109.18 ?
260.00 AL.
1516.80 TIRES
2527.21 TRANS
185.26 MOTEL

400.40
5195.21 ← 4794.81 06

251.32 MOTELS
164.78
~~57.79~~ WARRANTY
82.50 TOW
599.35 TOW
1541.21
1130.82 STARTER + ?
2083.37 CL
273.36 MOTEL 07

6126.71

592.35 14 - DAYS

11513.87
400.40

11914.27

EXHIBIT
Gerchev #37
Date: 2-8-07
JENNIFER L. FITZGERALD
CSR #12166

To: EUGENE GENCHEV
GENCHEV TRUCKING
858-271-5354

Account: 0003840250541
Carrier Id: 118966

Re: Payment Confirmation

Payment Received: $2950.00
Payment Type: Bank Wire Transfer
Payment Type: Certified Check
Available Balance: $3391.95

If you have any questions about this notice, contact your credit manager Kristopher Lightfoot at 801-624-4662 or between the hours of 8 a.m. and 5 p.m. Mountain Time Monday - Friday.

Any other questions should be directed to Customer Service at 888-824-7378.

Best Regards,

Kristopher Lightfoot

EXHIBIT 5

DOUGLAS JAFFE, ESQ. Bar No. 170354
LAW OFFICES OF DOUGLAS JAFFE
402 West Broadway, 4th Floor
San Diego, California 92101
Telephone: (619) 595-4861
Facsimile: (619) 595-4862

Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

EUGENE GENCHEV, Plaintiff, vs. FREIGHTLINER, LLC, Defendant.	Case No.: 05-CV-2071 PLAINTIFF'S OPPOSITION TO MOTION IN LIMINE (MOTION NO. 2 of 8) DATE: January 31, 2008 TIME: 1:30 a.m.

Plaintiff Eugene Genchev, by his attorneys, submits his Opposition To Defendant's Motion In Limine No. 2. As grounds and in support thereof, Genchev states as follows:

INTRODUCTION

This is an action for fraud, negligent misrepresentation, breach of warranties and related claims arising from two new Freightliner vehicles purchased by Plaintiff Eugene Genchev. The Vehicles were manufactured by Defendant Freightliner, LLC. The Vehicles are commonly known as the tractor portions of a tractor/trailer (an "18-wheeler") for trucking large loads over long distances. Plaintiff filed a complaint in this action in the Superior Court for the County of San Diego. The action was removed to this Court by Freightliner.

Freightliner sold Genchev the Vehicles without disclosing the Vehicle's nonconformities that Freightliner had documented in its records. These included, without limitation, damage to one of the vehicle during shipping, an improperly programmed engine control module ("ECM") which caused one of the Vehicles to frequently shutdown, and a structural defect which caused the vehicle cab to lean. Freightliner also failed to disclose the recalls that Freightliner had failed to perform regarding the Vehicles. Plaintiff's statement of detailed facts is set forth in the Pre-Trial Order.

Had Genchev known about the material information Freightliner failed to disclose, he never would have purchased the Vehicles.

ARGUMENT

The full repair history for the Vehicles is necessary and appropriate to support Plaintiff's claims that Freightliner, prior to selling Genchev the Vehicles, knew of the nonconformities the Vehicles later experienced but failed to inform Genchev. On that basis alone, the motion in limine can be denied.

In addition, Freightliner has failed to attach the express warranty. It failed to do so because, for example and without limitation, the express warranty covers the Vehicles' electrical systems, and the Electronic Control Module is part of the electrical system. Freightliner so admitted at the deposition of its person most knowledgeable, Kevin Christianson:

Q: The electronic control module is not part of the engine, is it?

A: Yes.

. . .

Q: It's part of the electrical system which controls the engine, isn't it?

A: Yes. (Christianson Deposition, p. 41, lines 2-3, 10-11).

Furthermore, what is or is not covered by the Vehicle warranties requires a detailed factual analysis of the entire repair history. Freightliner should not be allowed to use a motion in limine to substitute for a motion for summary judgment. The warranties implied by law also cover more than the express warranties. While Freightliner now argues its warranties do not cover the vehicle transmissions, it was

Freightliner who issued recalls on the Vehicles, including a recall on the transmission. The recall is known as Freightliner Recall Campaign FL420A dated May, 2004. The National Highway Transportation Safety Administration reference number is #04V-205.

CONCLUSION

Genchev requests the Court deny the Motion In Limine, and for such other and further relief as the Court deems proper.

Dated: January 14, 2008

LAW OFFICES OF DOUGLAS JAFFE

s/ Douglas Jaffe
Douglas Jaffe
402 West Broadway, 4th Floor
San Diego, California 92101
(619) 595-4861
Douglasjaffe@aol.com

CERTIFICATE OF SERVICE

I am over the age of 18 years and not a party to or interested in the within entitled action. My business address is 402 West Broadway, 4th Floor, San Diego, California 92101.

On January 14, 2008, I served the foregoing

PLAINTIFF'S OPPOSITION TO MOTION IN LIMINE (MOTION NO. 2 of 8)

by placing true copies in a sealed envelope, postage fully prepaid, with the United States Postal Service addressed as follows:

Richard Moreno, Esq.
Murchison & Cumming
801 South Grand Avenue, 9th Floor
Los Angeles, California 90017

I am readily familiar with the firm's practice of collection and processing for mailing. It is deposited with the U.S. Postal Service, postage prepaid on the same day in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on January 14, 2008 at San Diego, California.

LAW OFFICES OF DOUGLAS JAFFE

s/ Douglas Jaffe
Douglas Jaffe
402 West Broadway, 4th Floor
San Diego, California 92101
(619) 595-4861
Douglasjaffe@aol.com

PHILIP R. COSGROVE, Bar No. 92564
pcosgrove@gcslaw.net
LISA KRALIK HANSEN, Bar No. 149455
lhansen@gcslaw.net
GRACE, COSGROVE & SCHIRM
A Professional Corporation
444 South Flower Street, Suite 1100
Los Angeles, California 90071
Telephone: (213) 533-5400
Facsimile: (213) 533-5444

Attorneys for Defendant
DETROIT DIESEL CORPORATION

GRACE, COSGROVE & SCHIRM
A PROFESSIONAL CORPORATION
444 S. FLOWER STREET, SUITE 1100
LOS ANGELES, CALIFORNIA 90071
(213) 533-5400

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

EUGENE GENCHEV,

Plaintiff,

vs.

DETROIT DIESEL CORPORATION; and Does 10, inclusive,

Defendant.

Case No. 08-CV-1021 W (NLS)

REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF MOTION TO DISMISS AND, IN THE ALTERNATIVE, MOTION FOR SUMMARY JUDGMENT

[FILED CONCURRENTLY WITH NOTICE OF MOTION TO DISMISS AND MEMORANDUM OF POINTS AND AUTHORITIES]

Hearing Date: July 21, 2008

[NO ORAL ARGUMENT PURSUANT TO LOCAL RULE 7.1(d)(1)]

(Complaint filed: 4/18/08)

Pursuant to Fed.R.Evid. 201, Detroit Diesel Corporation requests the court to take judicial notice of the following documents filed in the prior action by Eugene Genchev against Freightliner LLC, USDC-Southern Case No. 05-CV-2071:

1. The complaint in Eugene Genchev v. Freightliner LLC, attached hereto as Exhibit 1;

2. The amended complaint in Eugene Genchev v. Freightliner LLC, attached hereto as Exhibit 2;

3. The jury verdict in Eugene Genchev v. Freightliner LLC, attached hereto as Exhibit 3;

4. The dismissal of Eugene Genchev v. Freightliner LLC, entered on April 11, 2008 attached hereto as Exhibit 4.

Dated: June 13, 2008

GRACE, COSGROVE & SCHIRM
A Professional Corporation

By: /s/ Lisa Kralik Hansen
Philip R. Cosgrove
Lisa Kralik Hansen

Attorneys for Defendant
DETROIT DIESEL CORPORATION

GRACE, COSGROVE & SCHIRM
A PROFESSIONAL CORPORATION
444 S. FLOWER STREET, SUITE 1100
LOS ANGELES, CALIFORNIA 90071
(213) 533-5400

GRACE, COSGROVE & SCHIRM
A PROFESSIONAL CORPORATION
444 S. FLOWER STREET, SUITE 1100
LOS ANGELES, CALIFORNIA 90071
(213) 533-5400

TABLE OF CONTENTS

Exhibit	Description	Page
1	Complaint in Eugene Genchev v. Freightliner LLC	3-10
2	Amended complaint in Eugene Genchev v. Freightliner LLC	11-24
3	Jury verdict in Eugene Genchev v. Freightliner LLC,	25-33
4	Dismissal of Eugene Genchev v. Freightliner LLC, entered on April 11, 2008	34

EXHIBIT 1

DOUGLAS JAFFE, ESQ. Bar No. 170354
LAW OFFICES OF DOUGLAS JAFFE
402 West Broadway, 4th Floor
San Diego, California 92101
Telephone: (619) 595-4861
Facsimile: (619) 595-4862

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO - CENTRAL DIVISION

EUGENE GENCHEV, Plaintiff, vs. FREIGHTLINER, LLC; and DOES 1 through 10, inclusive Defendants.	Case No.: GIC 855280 COMPLAINT 1) BREACH OF CONTRACT 2) VIOLATIONS OF COMMERCIAL CODE 3) BREACH OF WARRANTIES 4) FRAUD 5) NEGLIGENT MISREPRESENTATION 6) NEGLIGENCE 7) UNJUST ENRICHMENT UNLIMITED CIVIL JURISDICTION

COMES NOW Eugene Genchev ("Genchev" or "Plaintiff"), by and through his undersigned attorneys, and alleges as follows:

GENERAL ALLEGATIONS

1. Plaintiff is an individual residing in the county of San Diego, California.

2. On information and belief, defendant Freightliner, LLC is a limited liability company located at 4747 N. Channel Avenue, Portland, Oregon 97217 ("Freightliner").

3. The true names and capacities, whether individual, corporate, associate or otherwise, of defendants Does 1 through 10 are unknown to Plaintiff who therefore sues said defendants by such fictitious names. Plaintiff will amend this complaint to show their true names and capacities when they have been ascertained. Plaintiff alleges that each of the fictitiously named defendants engaged in the actions and omissions hereinafter alleged that each is fully liable for all the damages requested herein.

4. This Court has personal and subject matter jurisdiction over this action and venue is properly placed in this Court pursuant to C.C.P. 395.

FIRST CAUSE OF ACTION
(Breach Of Contract)

5. Plaintiff incorporates by this reference the foregoing paragraphs.

6. On or about August 2, 2004, Plaintiff purchased a 2004 Freightliner CL120 Truck (the "Truck") from an authorized Freightliner distributor.

7. Freightliner expressly warranted the Truck and warranties were implied in the sale of the Truck to Plaintiff.

8. Freightliner expressly warranted the Truck by a written Customer Protection Plan Agreement H052882, the terms of which are incorporated herein by reference.

9. The Truck has experienced nonconformities covered by the express and implied warranties provided by Freightliner.

10. Despite due demand, Freightliner has failed and refused to conform the Truck to its warranties.

11. Plaintiff has fully complied with any agreement between the parties or his performance was excused.

12. Freightliner has materially breached the express and implied warranties regarding the Truck and the Customer Protection Plan.

13. As a direct and proximate result of the foregoing, the agreement for the purchase of the Truck has been rescinded and Plaintiff has sustained damages in an amount to be determined at trial together with interest, costs and attorneys' fees.

SECOND CAUSE OF ACTION
(Violations of Commercial Code)

14. Plaintiff incorporates by this reference each of the previous paragraphs.

15. Freightliner expressly and impliedly warranted the Truck pursuant to the Uniform Commercial Code, California Commercial Code sections 2001, et. seq.

16. As set forth herein, Freightliner has breached the express and implied warranties in violation of the Uniform Commercial Code, California Commercial Code sections 2001, et. seq.

17. As a direct and proximate result of the foregoing, the agreement for the purchase of the Truck has been rescinded, and Plaintiff has sustained damages in an amount to be determined at trial, plus interest and costs.

THIRD CAUSE OF ACTION
(Breach of Warranties)

18. Plaintiff incorporates by this reference each of the previous paragraphs.

19. Freightliner expressly warranted the Truck.

20. The implied warranties of fitness and merchantability were implied in the sale of the Truck to Plaintiff.

21. The Truck has failed to conform with the express and implied warranties.

22. As a direct and proximate result of the foregoing, the agreement for the purchase of the Truck has been rescinded, and Plaintiff has sustained damages in an amount to be determined at trial, plus interest and costs.

FOURTH CAUSE OF ACTION
(Fraud)

23. Plaintiff incorporates by this reference the foregoing paragraphs.

24. On August 2, 2004 and thereafter, Freightliner, by its authorized representatives and the written materials submitted to Genchev upon which he relied, made representations of material fact which were in fact false. Freightliner falsely represented that the standard, quality and/or grade of the Truck.

25. When Freightliner made the representations, Freightliner knew they were false or Freightliner had no reasonable ground for believing the representations were true.

26. Freightliner made the representations with the intent to defraud and induce Plaintiff to purchase the Truck. Plaintiff acted in justifiable reliance upon the truth of the representations.

27. On August 2, 2004 and thereafter, Freightliner, by its authorized representatives and the written materials submitted to Genchev upon which he relied, concealed or suppressed material facts regarding the Truck. Freightliner concealed or suppressed the true standard, quality and/or grade of the Truck.

28. Freightliner concealed or suppressed material facts Freightliner were duty bound to disclose.

29. Freightliner concealed or suppressed material facts by telling Plaintiff other facts to mislead Plaintiff and prevent Plaintiff from discovering the concealed or suppressed facts.

30. Freightliner concealed or suppressed facts with the intent to defraud and induce Plaintiff to purchase the Truck. At the time Plaintiff purchased the Truck, he was unaware of the concealed or suppressed facts and would not have taken the action if Plaintiff had known the facts.

31. As a direct and proximate result of the foregoing, the agreement for the purchase of the Truck has been rescinded, and Plaintiff has sustained damages in an amount to be determined at trial, plus interest and costs.

32. In committing the aforementioned acts and omissions, Freightliner is guilty of fraud, oppression or malice, for which Freightliner should be punished with the imposition of punitive damages.

FIFTH CAUSE OF ACTION
(Negligent Misrepresentation)

33. Plaintiff incorporates by this reference the foregoing paragraphs.

34. The misrepresentations made by Freightliner as set forth herein were made by Freightliner without reasonable grounds for Freightliner to believe the misrepresentations were true.

35. Plaintiff acted in justifiable reliance on the representations of Freightliner.

36. As a direct and proximate result of the foregoing, the agreement for the purchase of the Truck has been rescinded, and Plaintiff has sustained damages in an amount to be determined at trial, plus interest and costs.

SIXTH CAUSE OF ACTION
(Negligence)

37. Plaintiff incorporates by this reference the foregoing paragraphs.

38. Freightliner had a duty to reasonably investigate the condition of the Truck before selling the Truck to Plaintiff.

39. Freightliner had a duty to reasonably inform Plaintiff regarding the condition of the Truck.

40. Freightliner failed to reasonably investigate the condition of the Truck before selling the Truck to Plaintiff.

41. Freightliner failed to reasonably inform Plaintiff regarding the condition of the Truck.

42. Freightliner breached its duties to Plaintiff.

43. As a direct and proximate result of the foregoing, the agreement for the purchase of the Truck has been rescinded, and Plaintiff has sustained damages in an amount to be determined at trial, plus interest and costs.

SEVENTH CAUSE OF ACTION
(Unjust Enrichment)

44. Plaintiff incorporates by this reference the foregoing paragraphs.

45. Plaintiff conferred a benefit on Freightliner by purchasing the Truck.

46. The benefit conferred by Plaintiff was accepted and appreciated by Freightliner under such circumstances that it would be inequitable for Freightliner to retain the benefit conferred.

47. Freightliner has been unjustly enriched.

48. As a direct and proximate result of the foregoing, the agreement for the purchase of the Truck has been rescinded, and Plaintiff has sustained damages in an amount to be determined at trial, plus interest and costs.

WHEREFORE, Plaintiff prays as follows:

a) For damages according to proof;

b) For rescission and/or restitution;

c) For punitive damages;

d) For a civil penalty;

e) For interest according to proof;

f) For costs and reasonable attorneys' fees as provided in any agreement between the parties, any statute or otherwise; and

g) For such other and further relief as the Court deems just and proper.

LAW OFFICES OF DOUGLAS JAFFE

Douglas Jaffe

EXHIBIT 2

DOUGLAS JAFFE, ESQ. Bar No. 170354
LAW OFFICES OF DOUGLAS JAFFE
402 West Broadway, 4th Floor
San Diego, California 92101
Telephone: (619) 595-4861
Facsimile: (619) 595-4862

Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

EUGENE GENCHEV, Plaintiff, vs. FREIGHTLINER, LLC, Defendant.	Case No.: 05-CV-2071 W(JMA) AMENDED COMPLAINT

COMES NOW Eugene Genchev ("Genchev" or "Plaintiff"), by and through his undersigned attorneys, and alleges as follows:

GENERAL ALLEGATIONS

1. Plaintiff is an individual residing in the county of San Diego, California.

2. On information and belief, defendant Freightliner, LLC is a limited liability company located at 4747 N. Channel Avenue, Portland, Oregon 97217 ("Freightliner").

3. The true names and capacities, whether individual, corporate, associate or otherwise, of defendants Does 1 through

10 are unknown to Plaintiff who therefore sues said defendants by such fictitious names. Plaintiff will amend this complaint to show their true names and capacities when they have been ascertained. Plaintiff alleges that each of the fictitiously named defendants engaged in the actions and omissions hereinafter alleged that each is fully liable for all the damages requested herein.

STATEMENT OF THE CASE

The 2004 Freightliner

A. The Recall

4. On August 2, 2004, Plaintiff purchased a 2004 Freightliner CL120 vehicle from an authorized Freightliner distributor (the "2004 Freightliner"). The vehicle is commonly known as the tractor portion of a tractor/trailer (an "18-wheeler") for trucking large loads over long distances.

5. At the time Freightliner sold the 2004 Freightliner to Genchev, it knew that it had recalled the vehicle due to a severe transmission nonconformity. The recall is known as Freightliner Recall Campaign FL420A dated May, 2004. The National Highway Transportation Safety Administration reference number is #04V-205.

6. Freightliner failed to inform Genchev of the recall prior to his purchase of the 2004 Freightliner. Genchev would not have purchased the 2004 Freightliner had Freightliner not concealed the recall.

7. Freightliner did not perform the recall work on the 2004 Freightliner until May 24, 2005.

8. Freightliner is responsible for damage to the 2004 Freightliner caused by its failure to timely and properly perform the recall work, and for the resulting reduced value of the 2004 Freightliner.

9. Due to Freightliner concealing the recall and failing to timely perform the recall the work, the 2004 Freightliner has experienced other nonconformities. For example, and without limitation, the clutch of the 2004 Freightliner needed repair and replacement in June, 2005. Freightliner has refused to pay for the clutch repair although the need for the repair resulted directly from the failure of Freightliner to perform the recall work and/or due to the Leaning Nonconformity set forth below.

B. The Breakdown Prior To Genchev's Purchase:

10. On December 5, 2003, 8 months prior to Genchev's purchase of the 2004 Freightliner, Freightliner documented on a breakdown report that the vehicle was experiencing nonconformities. The check engine light was illuminated and there was an air leak from under the cab.

11. Freightliner determined that the vehicle's ECM had been set up for a fire truck. Freightliner also determined that it did not have the software necessary to address the nonconformity.

12. Freightliner failed to inform Genchev of the breakdown report and the nonconformities prior to his purchase of the 2004 Freightliner. Genchev would not have purchased the 2004

Freightliner had Freightliner not concealed the breakdown report and the nonconformities that existed prior to his purchase of the vehicle.

C. The Leaning Nonconformity

13. The 2004 Freightliner experienced a severe Leaning nonconformity whereby the vehicle began to lean and was not level (the "Leaning Nonconformity").

14. In January, 2004, the 2004 Freightliner was taken to an authorized Freightliner repair facility to address the Leaning Nonconformity. Freightliner failed and refused to recognize the Leaning Nonconformity.

15. On February 24, 2005, the 2004 Freightliner was again taken to an authorized Freightliner repair facility to address the Leaning Nonconformity. Freightliner finally recognized the Leaning Nonconformity. Freightliner attempted repairs and the 2004 Freightliner was out of service for an extended period of time.

16. In recognition of the serious nonconformity the 2004 Freightliner had experienced, Freightliner extended the basic vehicle warranty by an additional 24 months and 400,000 miles and the vehicle towing coverage was extended an additional 24 months and unlimited miles (the "Extended Warranty").

17. Freightliner has failed and refused to recognize the Extended Warranty. Genchev is repeatedly told by Freightliner's authorized repair facilities that the original warranty has expired and therefore Genchev must pay for all repairs and towing needed by the 2004 Freightliner. Genchev has paid for

repairs covered by the Extended Warranty which were the responsibility of Freightliner to pay.

18. The Leaning Nonconformity has produced other nonconformities. For example, and without limitation, the tires of the 2004 Freightliner have worn irregularly due to the vehicle not being level. Freightliner has refused to pay for the tires although the damage to the tires resulted directly from the Leaning Nonconformity.

The 2005 Freightliner

A. The Recall

19. On or about March 3, 2005, Plaintiff purchased a 2005 Freightliner FLD from an authorized Freightliner distributor (the "2005 Freightliner"). The vehicle is commonly known as the tractor portion of a tractor/trailer (an "18-wheeler") for trucking large loads over long distances.

20. In or about June, 2005, Genchev received notice that there had been a recall regarding the engine of the 2005 Freightliner.

21. On June 6, 2005, the 2005 Freightliner was taken to an authorized Freightliner repair facility.

22. Freightliner, by and through its authorized repair facility, represented that work required by the recall (the "Recall Work") was performed on June 14, 2005.

23. Genchev has recently discovered that the Recall Work was not performed. For example, and without limitation, the part number on the harness which Freightliner represented it replaced indicates it is the original harness.

24. Due to Freightliner's action and omissions, the 2005 Freightliner has been operating since June 14, 2006 to present in a nonconforming state so severe that it required a recall. On information and belief, the 2005 Freightliner has been damaged by its continued use in the nonconforming state so severe that it required a recall. Freightliner is responsible for this damage and for the resulting reduced value of the 2005 Freightliner.

25. Despite demand by Genchev, Freightliner now refuses to perform the Recall Work. Freightliner is refusing to perform the Recall Work in retaliation for Genchev's pursuit of this action.

26. As a direct and proximate result of Freightliner's failure to perform the Recall Work, the 2005 Freightliner has experienced other nonconformities. For example, and without limitation, the 2005 Freightliner ceased operating in August and September, 2005 due to nonconformities involving the ECM at the battery. The recall specifically refers to reprogramming the ECM to the latest calibration. Freightliner wrongfully refused to pay for the resulting towing and repair and replacement involving the battery.

Freightliner's Partial Payment Of Warranty Repairs

27. On November 13, 2005, the 2005 Freightliner experienced a nonconformity in the fan drive which also caused a nonconformity in the radiator.

28. Freightliner admitted that the fan drive nonconformity was its responsibility, but failed and refused to pay for the repairs needed to the radiator.

29. Freightliner wrongfully failed and refused to pay for the repairs need to the radiator.

30. Genchev has paid for repairs which were the responsibility of Freightliner to pay.

FIRST CAUSE OF ACTION
(Breach Of Contract)

31. Plaintiff incorporates by this reference the foregoing paragraphs.

32. The 2004 Freightliner and 2005 Freightliner are collectively referred to herein as the Vehicles.

33. Freightliner expressly warranted the Vehicles and warranties were implied in the sale of the Vehicles to Plaintiff.

34. The Vehicles have experienced nonconformities covered by the express and implied warranties provided by Freightliner.

35. Despite due demand, Freightliner has failed and refused to conform the Vehicles to their warranties.

36. Plaintiff has fully complied with any agreement between the parties or his performance was excused.

37. Freightliner has materially breached the express and implied warranties regarding the Vehicles.

38. As a direct and proximate result of the foregoing, the agreements for the purchase of the Vehicles have been rescinded and Plaintiff has sustained damages in an amount to be

determined at trial together with interest, costs and attorneys' fees.

SECOND CAUSE OF ACTION
(Violations of Commercial Code)

39. Plaintiff incorporates by this reference each of the previous paragraphs.

40. Freightliner expressly and impliedly warranted the Vehicles pursuant to the Uniform Commercial Code, California Commercial Code sections 2001, et. seq.

41. As set forth herein, Freightliner has breached the express and implied warranties in violation of the Uniform Commercial Code, California Commercial Code sections 2001, et. seq.

42. As a direct and proximate result of the foregoing, the agreements for the purchase of the Vehicles have been rescinded, and Plaintiff has sustained damages in an amount to be determined at trial, plus interest and costs.

THIRD CAUSE OF ACTION
(Breach of Warranties)

43. Plaintiff incorporates by this reference each of the previous paragraphs.

44. Freightliner expressly warranted the Vehicles.

45. The implied warranties of fitness and merchantability were implied in the sale of the Vehicles to Plaintiff.

46. The Vehicles have failed to conform with the express and implied warranties.

47. As a direct and proximate result of the foregoing, the agreements for the purchase of the Vehicles have been rescinded, and Plaintiff has sustained damages in an amount to be determined at trial, plus interest and costs.

FOURTH CAUSE OF ACTION
(Fraud)

48. Plaintiff incorporates by this reference the foregoing paragraphs.

49. As set forth in detail above, Freightliner, by its authorized representatives and the written materials submitted to Genchev upon which he relied, made representations of material fact which were in fact false. Freightliner falsely represented the standard, quality and/or grade of the Vehicles.

50. When Freightliner made the representations, Freightliner knew they were false or Freightliner had no reasonable ground for believing the representations were true.

51. Freightliner made the representations with the intent to defraud and induce Plaintiff to purchase the Vehicles. Plaintiff acted in justifiable reliance upon the truth of the representations.

52. As set forth in detail above, Freightliner, by its authorized representatives and the written materials submitted to Genchev upon which he relied, concealed or suppressed material facts regarding the Vehicles. Freightliner concealed or suppressed the true standard, quality and/or grade of the Vehicles.

53. Freightliner concealed or suppressed material facts Freightliner were duty bound to disclose.

54. Freightliner concealed or suppressed material facts by telling Plaintiff other facts to mislead Plaintiff and prevent Plaintiff from discovering the concealed or suppressed facts.

55. Freightliner concealed or suppressed facts with the intent to defraud and induce Plaintiff to purchase the Vehicles.

56. At the time Plaintiff purchased the Vehicles, he was unaware of the concealed or suppressed facts and would not have taken the action if Plaintiff had known the facts.

57. As a direct and proximate result of the foregoing, the agreements for the purchase of the Vehicles have been rescinded, and Plaintiff has sustained damages in an amount to be determined at trial, plus interest and costs.

58. In committing the aforementioned acts and omissions, Freightliner is guilty of fraud, oppression or malice, for which Freightliner should be punished with the imposition of punitive damages.

FIFTH CAUSE OF ACTION
(Negligent Misrepresentation)

59. Plaintiff incorporates by this reference the foregoing paragraphs.

60. The misrepresentations made by Freightliner as set forth herein were made by Freightliner without reasonable grounds for Freightliner to believe the misrepresentations were true.

61. Plaintiff acted in justifiable reliance on the representations of Freightliner.

62. As a direct and proximate result of the foregoing, the agreements for the purchase of the Vehicles have been rescinded, and Plaintiff has sustained damages in an amount to be determined at trial, plus interest and costs.

SIXTH CAUSE OF ACTION
(Negligence)

63. Plaintiff incorporates by this reference the foregoing paragraphs.

64. Freightliner had a duty to reasonably investigate the condition of the Vehicles before selling the Vehicles to Plaintiff.

65. Freightliner had a duty to reasonably inform Plaintiff regarding the condition of the Vehicles.

66. Freightliner had a duty to reasonably repair the Vehicles.

67. Freightliner failed to reasonably investigate the condition of the Vehicles before selling the Vehicles to Plaintiff.

68. Freightliner failed to reasonably inform Plaintiff regarding the condition of the Vehicles.

69. Freightliner failed to reasonably repair the Vehicles.

70. Freightliner breached its duties to Plaintiff.

71. As a direct and proximate result of the foregoing, the agreements for the purchase of the Vehicles have been rescinded, and Plaintiff has sustained damages in an amount to be determined at trial, plus interest and costs.

SEVENTH CAUSE OF ACTION
(Unjust Enrichment)

72. Plaintiff incorporates by this reference the foregoing paragraphs.

73. Plaintiff conferred a benefit on Freightliner by purchasing the Vehicles.

74. The benefit conferred by Plaintiff was accepted and appreciated by Freightliner under such circumstances that it would be inequitable for Freightliner to retain the benefit conferred.

75. Freightliner has been unjustly enriched.

76. As a direct and proximate result of the foregoing, the agreements for the purchase of the Vehicles have been rescinded, and Plaintiff has sustained damages in an amount to be determined at trial, plus interest and costs.

WHEREFORE, Plaintiff prays as follows:

a) For damages according to proof;

b) For rescission and/or restitution;

c) For punitive damages;

d) For a civil penalty;

e) For interest according to proof;

f) For costs and reasonable attorneys' fees as provided in any agreement between the parties, any statute or otherwise; and

g) For such other and further relief as the Court deems just and proper.

Dated: May 15, 2006

LAW OFFICES OF DOUGLAS JAFFE

Douglas Jaffe

PROOF OF SERVICE

STATE OF CALIFORNIA; COUNTY OF SAN DIEGO

I am employed in the county aforesaid; I am over the age of 18 years and not a party to or interested in the within entitled action. My business address is 402 West Broadway, 4th Floor, San Diego, California 92101.

On May 15, 2006, I served the foregoing

DECLARATION OF DOUGLAS JAFFE IN SUPPORT OF MOTION TO AMEND THE COMPLAINT

by placing a true copy in a sealed envelope, postage fully prepaid, with the United States Postal Service at San Diego, California addressed as follows:

Richard Moreno, Esq.
Murchison & Cumming
801 S. Grand Avenue, 9th Floor
Los Angeles, California 90017

I am readily familiar with the firm's practice of collection and processing for mailing. It is deposited with the U.S. Postal Service, postage prepaid on the same day in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on May 15, 2006 at San Diego, California.

Douglas Jaffe

EXHIBIT 3

Original

FILED
MAR 2 4 2008
CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
BY DEPUTY

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

EUGENE GENCHEV, Plaintiff, vs. FREIGHTLINER, LLC, Defendant.	Case No.: 05-CV-2071 JURY VERDICT

We answer the questions submitted to us as follows:

WARRANTIES

I. Express Warranties

A. 2004 Freightliner Truck

1. Did Freightliner, LLC represent to Eugene Genchev by a statement of fact that the 2004 Freightliner truck was covered by express warranties?

✓ Yes ______ No

If your answer to question 1 is yes, then answer question 2. If you answered no, answer question 5.

2. Did Eugene Genchev rely on Freightliner, LLC's statement of fact in deciding to purchase and/or use the 2004 Freightliner truck?

___✓___ Yes ________ No

If your answer to question 2 is yes, then answer question 3. If you answered no, answer question 5.

3. Did the 2004 Freightliner truck fail to perform as represented?

___✓___ Yes ________ No

If your answer to question 3 is yes, then answer question 4. If you answered no, answer question 5.

4. Was the failure of the 2004 Freightliner truck to perform as represented a substantial factor in causing harm to Eugene Genchev?

___✓___ Yes ________ No

Answer question 5.

B. 2005 Freightliner Truck

5. Did Freightliner, LLC represent to Eugene Genchev by a statement of fact that the 2005 Freightliner truck was covered by express warranties?

___✓___ Yes ________ No

If your answer to question 5 is yes, then answer question 6. If you answered no, answer question 9.

6. Did Eugene Genchev rely on Freightliner, LLC's statement of fact in deciding to purchase and/or use the 2005 Freightliner truck?

✓ Yes ______ No

If your answer to question 6 is yes, then answer question 7. If you answered no, answer question 9.

7. Did the 2005 Freightliner truck fail to perform as represented?

✓ Yes ______ No

If your answer to question 7 is yes, then answer question 8. If you answered no, answer question 9.

8. Was the failure of the 2005 Freightliner truck to perform as represented a substantial factor in causing harm to Eugene Genchev?

✓ Yes ______ No

Answer question 9.

II. Implied Warranties

A. 2004 Freightliner Truck

9. Did Eugene Genchev buy a 2004 Freightliner truck from Freightliner, LLC?

✓ Yes ______ No

If your answer to question 9 is yes, then answer question 10. If you answered no, answer question 14.

10. Was Freightliner, LLC in the business of selling Freightliner Class 8 trucks?

___✓___ Yes ______ No

If your answer to question 10 is yes, then answer question 11. If you answered no, answer question 14.

11. Did the sale of the 2004 Freightliner truck include notice that would have made a buyer aware that it was being sold without any representations relating to the quality that a buyer would expect?

______ Yes ___✓___ No

If your answer to question 11 is no, then answer question 12. If you answered yes, answer question 14.

12. Was the 2004 Freightliner truck fit for the ordinary purposes for which such goods are used?

______ Yes ___✓___ No

If your answer to question 12 is no, then answer question 13. If you answered yes, answer question 14.

13. Was the failure of the 2004 Freightliner truck to have the expected quality a substantial factor in causing harm to Eugene Genchev?

___✓___ Yes ______ No

Answer question 14.

B. 2005 Freightliner Truck

14. Did Eugene Genchev buy a 2005 Freightliner truck from Freightliner, LLC?

____✓____ Yes ________ No

If your answer to question 14 is yes, then answer question 15. If you answered no, answer question 19.

15. Was Freightliner, LLC in the business of selling Freightliner Class 8 trucks?

____✓____ Yes ________ No

If your answer to question 15 is yes, then answer question 16. If you answered no, answer question 19.

16. Did the sale of the 2005 Freightliner truck include notice that would have made a buyer aware that it was being sold without any representations relating to the quality that a buyer would expect?

________ Yes ____✓____ No

If your answer to question 16 is no, then answer question 17. If you answered yes, answer question 19.

17. Was the 2005 Freightliner truck fit for the ordinary purposes for which such goods are used?

__________ Yes ✓ No

If your answer to question 17 is no, then answer question 18. If you answered yes, answer question 19.

18. Was the failure of the 2005 Freightliner truck to have the expected quality a substantial factor in causing harm to Eugene Genchev?

✓ Yes __________ No

Answer question 19.

FRAUD

19. Did Freightliner, LLC intentionally fail to disclose an important fact that Eugene Genchev did not know and could not have reasonably discovered regarding the 2004 Freightliner truck?

✓ Yes __________ No

If your answer to question 19 is yes, then answer question 20. If you answered no, answer question 23.

20. Did Freightliner, LLC intend to deceive Eugene Genchev by concealing the fact?

___✓___ Yes ________ No

If your answer to question ~~21~~ 20 is yes, then answer question ~~22~~ 21. If you answered no, answer question 23.

21. Did Eugene Genchev rely on Freightliner, LLC's deception and was such reliance reasonable under the circumstances?

___✓___ Yes ________ No

If your answer to question ~~22~~ 21 is yes, then answer question ~~23~~ 22. If you answered no, answer question 23.

22. Was Freightliner, LLC's concealment a substantial factor in causing harm to Eugene Genchev?

___✓___ Yes ________ No

Answer question 23.

NEGLIGENT MISREPRESENTATION

23. Did Freightliner, LLC made a false representation of an important fact to Eugene Genchev regarding the 2004 Freightliner truck?

___✓___ Yes ________ No

If your answer to question 23 is yes, then answer question 24. If you answered no, answer question 28.

24. Did Freightliner, LLC have reasonable grounds for believing the representation was true when it made it?

_______ Yes ✓ No

If your answer to question 24 is ~~yes~~ NO, then answer question 25. If you answered ~~no~~ YES, answer question 28.

25. Did Freightliner, LLC intend that Eugene Genchev rely on the representation?

✓ Yes _______ No

If your answer to question 25 is yes, then answer question 26. If you answered no, answer question 28.

26. Did Eugene Genchev reasonably rely on the representation?

✓ Yes _______ No

If your answer to question 26 is yes, then answer question 27. If you answered no, answer question 28.

27. Was Eugene Genchev's reliance on Freightliner LLC's representation a substantial factor in causing harm to Eugene Genchev?

✓ Yes _______ No

Answer question 28.

28. What are Eugene Genchev's damages?

Diminished value $ 12,500

Other damages $ 26,408.62

If you answered yes to all of questions 19, 20, 21 and 22 or if you answered yes to all of questions 23, 24, 25, 26 and 27, then answer question 29.

29. What percentage of responsibility for Eugene Genchev's harm due to any fraudulent concealment or negligent misrepresentation do you assign to:

Freightliner, LLC 100 %

Albuquerque Freightliner ______ %

Signed: [signature]
Presiding Juror

Dated: 13 Mar 08

When signed, this verdict form must be delivered to the bailiff.

EXHIBIT 4

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

EUGENE GENCHEV, Plaintiff, vs. FREIGHTLINER, LLC, Defendant.	CASE NO. 05CV2071 JLS (JMA) ORDER DISMISSING ACTION

Pursuant to the notice of voluntary dismissal filed by plaintiff (Doc. No. 112), the Court hereby **DISMISSES WITH PREJUDICE** all causes of action filed by plaintiff against defendant, pursuant to FRCP 41(a)(2). Each party **SHALL BEAR** its own attorneys' fees and costs.

IT IS SO ORDERED.

DATED: April 11, 2008

Janis L. Sammartino
Honorable Janis L. Sammartino
United States District Judge

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 444 South Flower Street, Suite 1100, Los Angeles, California 90071.

On June 13, 2008, I served the within document(s) described as:

REQUEST FOR JUDICIAL NOTICE

on the interested parties in this action as stated on the attached mailing list.

[X] (BY MAIL) By placing a true copy of the foregoing document(s) in a sealed envelope addressed as set forth on the attached mailing list. I placed each such envelope for collection and mailing following ordinary business practices. I am readily familiar with this Firm's practice for collection and processing of correspondence for mailing. Under that practice, the correspondence would be deposited with the United States Postal Service on that same day, with postage thereon fully prepaid at Los Angeles, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

[ ] (BY FAX) By transmitting a true copy of the foregoing document(s) via facsimile transmission from this Firm's sending facsimile machine, whose telephone number is (213) 533-5444, to each interested party at the facsimile machine telephone number(s) set forth on the attached mailing list. Said transmission(s) were completed on the aforesaid date at the time stated on the transmission record issued by this Firm's sending facsimile machine. Each such transmission was reported as complete and without error and a transmission report was properly issued by this Firm's sending facsimile machine for each interested party served. A true copy of each transmission report is attached to the office copy of this proof of service and will be provided upon request.

I certify that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on June 13, 2008, at Los Angeles, California.

I declare under penalty of perjury that the foregoing is true and correct.

Liv Kirchoff
(Type or print name)

/s/ Liv Kirchoff
(Signature)

GRACE, COSGROVE & SCHIRM
A PROFESSIONAL CORPORATION
444 S. FLOWER STREET, SUITE 1100
LOS ANGELES, CALIFORNIA 90071
(213) 533-5400

SERVICE LIST

Douglas Jaffe, Esq.
Law Offices of Douglas Jaffe
402 West Broadway
Fourth Floor
San Diego, CA 92101

Attorneys for Plaintiff

(619) 595-4861
Fax (619) 595-4862

GRACE, COSGROVE & SCHIRM
A PROFESSIONAL CORPORATION
444 S. FLOWER STREET, SUITE 1100
LOS ANGELES, CALIFORNIA 90071
(213) 533-5400